

June 14, 2019

Contract #19-65

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Support Agreement with Cascade County

INITIATED AND PRESENTED BY: Katrin Finch, MSU Cascade County Extension Agent, Family and Consumer Sciences
Nina Polk, SNAP-Ed Instructor

ACTION REQUESTED: Approval of Contract #19-65

BACKGROUND:

This support agreement from the Cascade County Extension office includes donated Extension supervision and/or support staff salary(ies), office supplies, communication expenses, and space.

TERM: October 1, 2019 - September 30, 2020

AMOUNT: \$0.00

RECOMMENDATION: Approval of Contract #19-65

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #19-65, Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Support Agreement with Cascade County; Effective Dates: October 1, 2019 through September 30, 2020.

MOTION TO DISAPPROVE :

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract #19-65, Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Support Agreement with Cascade County; Effective Dates: October 1, 2019 through September 30, 2020.



CONTRACT

19-65

Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Support Agreement with Cascade County

Year: Fiscal Year **2020**

Cascade County agrees to support the Supplemental Nutrition Assistance Program – Education (SNAP-Ed) for the fiscal year 2020 (October 1, 2019 through September 30, 2020). Support from the Cascade County Extension office includes donated Extension supervision and/or support staff salary (ies), office supplies, communication expenses, and office space.

The Office of Public Assistance will collaborate to identify SNAP recipients and SNAP applicant audiences.

In return, SNAP-Ed will provide direct nutrition and physical activity education to Cascade County eligible audiences. Also, each educator will collaborate on Policy, Environmental, and System (PSE) changes that relate to nutrition, physical activity, obesity and health within their area of service.

This program is supported by federal SNAP-Ed grant dollars. Federal funding will pay for SNAP-Ed staff salary, benefits, training, educational materials and travel costs.

SNAP-Ed is a collaboration between Montana State University Extension and the Montana Department of Public Health and Human Services.

County Commissioner or Reservation Representative

(Date)

County or area Public Assistance Director

(Date)

SNAP-Ed Supervisor or Extension Agent

(Date)

*Montana State University.
U.S. Department of
Agriculture and Montana
Counties Cooperating.
MSU Extension is an
equal opportunity/
affirmative action provider of
educational outreach.*

Nutrition Education Program

235 Culbertson Hall
P.O. Box 172235
Bozeman, MT 59717 2235
www.montana.edu/nep

Tel (406) 994-6022
Fax (406) 994-6689

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James L. Larson, Commissioner



Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

Attest

On this 14th day of June, 2019, I hereby attest the above-written signatures of
Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney



DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

June 14, 2019

Contract #19-70

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

**FY 2020 Memorandum of Understanding
for Senior Medicare Patrol (SMP)**

ACTION REQUESTED:

Approval of Contract #19-70

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

Missoula Aging Services conducts Senior Medicare Patrol throughout Montana under a Federal Contract. To do so in Cascade County, they enter into an MOU with Cascade County Aging Services to provide Medicare Fraud education within Cascade County. The annual contract is \$10,000 and is administered as part of the SHIP/I&A Counselor's job duties. FY 2020 contract is from June 1, 2019 to May 31, 2020.

RECOMMENDATION:

Staff recommends that the Commission approve Contract #19-70

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners approve Contract #19-70 FY 2020 Memorandum of Understanding between Cascade County Aging Services and Missoula Aging Services for the provision of Senior Medicare Patrol within Cascade County.

MOTION TO DENY: Mr. Chair, I move that the Commissioners deny Contract #19-70 FY 2020 Memorandum of Understanding between Cascade County Aging Services and Missoula Aging Services for the provision of Senior Medicare Patrol within Cascade County.

Montana SMP

Memorandum of Understanding

For the Period June 1, 2019 to May 31, 2020

Agreement by and between Missoula Aging Services (Area VII Agency on Aging), a non-profit organization incorporated under the laws of the State of Montana, having its principal place of business at 337 Stephens Avenue, Missoula, MT 59801, herein referred to as the "Agency" or "MAS" and Area VIII Agency on Aging, having its principal place of business and mailing address at 1801 Benefis Court, Great Falls, MT 59405, herein referred to as the Volunteer Host Organization or "VHO."

The purpose of this agreement is to establish the effectiveness of recruiting and training retired professionals to teach and educate at least 20,000 Montana Medicare beneficiaries and their families over a five year period how to better monitor what is paid on their behalf and what to do about identified discrepancies. MAS and the VHO will achieve this through recruitment of volunteers who will conduct outreach and education along with staff for other seniors, their families and their communities.

TERM

1. The term of this Agreement shall commence June 1, 2019 and end May 31, 2020.

MISSOULA AGING SERVICES RESPONSIBILITIES:

1. Pay a total compensation not to exceed \$ 10,000 for the time period covered by this Memo of Understanding (MOU). Additional funds may be available in recognition of achieving or exceeding the Area's performance goals, depending on the budget.
2. \$3,333 (one third) shall be paid upon completion of the MOU.
3. Future Payments will be contingent on the following:
 - a. **Successful completion of Volunteer Risk Program Management (VRPM) trainings.**
 - b. **Timely receipt of complete and accurate quarterly reports, due on the 15th day of the month in September, December, March and June.**
 - c. **Completion of project objectives outlined in contractor responsibilities.**
4. Payments will be made within 45 days of receipt and acceptance of quarterly reports which includes progress toward outreach goals listed below under VHO Responsibilities and other contractor responsibilities.
5. The Agency will provide professional support and assistance, presentation materials and educational handouts for distribution.

6. The Agency will provide ongoing training, including ongoing individualized assistance utilizing web based technology, based on partner needs and requests.
7. The Agency will provide phone support, consultation and problem resolution, and will be available to complete complex cases sent in by the VHO's.
8. The Agency will provide four \$50 gas cards in total statewide to be raffled off on a quarterly basis.
9. The Agency will provide a 30 sec PSA for TV and radio and provide to the VHO for local use. Additionally, the Agency will place ads for one week statewide on local ABC, CBS, FOX and NBC stations.
10. The Agency will implement a statewide media campaign through print utilizing MT 55, Montana Newspaper Association and MT Senior News, and will make VHO's aware of each buy.
11. The Agency will provide materials such as program brochures, marketing tools, advertisements, handouts, and reporting forms to be used for quarterly reports. The VHO shall have an acknowledgement of Administration for Community Living (ACL) and Administration on Aging (AoA) support placed on any publication written or published with grant support and if feasible, on any publication reporting the results of, or describing a grant supported activity. Examples of expressing an acknowledgement of support are:

"This publication was made possible by a grant from the Administration for Community Living and the Administration on Aging . . ."

"The project described in this article was supported by a grant from the Administration for Community Living and Administration on Aging . . ."

"The funding for this program was provided in part by the Administration for Community Living and Administration on Aging . . ."

Acknowledgements must not represent or suggest in any way that the views expressed are those of the Federal Government. For publications, this can be expressed to the effect that the contents of the publication are solely the responsibility of the authors and do not necessarily represent the official views of the Administration for Community Living. For audiovisuals, this acknowledgement must include the following explicit statement or its equivalent, except if clearly unnecessary or inappropriate because of the nature of the subject matter:

"The opinions expressed in this (film, program, etc.) do not necessarily reflect the views of the Administration for Community Living."

All materials created must be sent to the SMP Program Manager to send on to the ACL. Unless waived in writing by the ACL, this acknowledgement must also include the following statement or its equivalent: "The Administration for Community Living has not approved this (film, program, etc.) for presentation to the general public."

12. The Agency liaison is the Montana SMP Program Manager, Renee Labrie-Shanks. The Program Manager may be reached by phone at (406) 728-7682, fax (406) 728-0581, or by email at rlabrie@missoulaagingservices.org
13. The Agency will provide ongoing mentor calls throughout the year, with all calls being recorded and available for two weeks.
14. The Agency will provide webinar based training opportunities throughout the year and will provide in-person training during SHIP re-certification each year.

VHO RESPONSIBILITIES

1. The VHO will assist the Montana SMP program in meeting the one-year objectives. Those statewide objectives, indicators, and measures are listed in Attachment A.
2. The VHO will adhere to the Montana VRPM policy guide and complete four hours of ongoing training each year through webinars offered by the SMP Resource Center.
3. The VHO will provide a local volunteer coordinator, phone and office space to facilitate and coordinate referrals to volunteers, and will actively recruit, train and maintain adequate senior volunteers to meet demand in their communities.
4. The VHO will assign volunteers, along with agency staff, to reach a minimum of 344 elderly Medicare or Medicaid beneficiaries per year by May 31, 2020.
5. The VHO agrees to publicize and conduct local consumer education presentations about healthcare fraud, waste and abuse through contacts with senior centers and other agencies serving seniors, or at health/community fairs, and to widely distribute educational material on the topic. The project focus is to educate older persons and their families, with an emphasis on serving rural, vulnerable, isolated and non-English-speaking beneficiaries. MAS also encourages the VHO to use program volunteers to assist with these events.
6. The VHO will connect with local entities and partners to display the mobile kiosk produced in year one for set periods of time, moving to different locations throughout the year.
7. The VHO will participate in an SMP Customer Satisfaction Survey, provided by the National Resource Center, and administer post-surveys to presentation participants. Additionally, the VHO will collect names from completed surveys for those who are interested in being entered for 4 \$50 gas cards raffled annually, and return to the Agency.

8. The VHO agrees to timely filing of quarterly reports on designated and/or agreed upon and adapted forms summarizing Medicare fraud grant activities. The information will include, but not be limited to: the number of clients reached, the number and type of public information efforts including speaking engagements, health/community fairs and individual assistance, and the number of hours volunteers worked.
9. The VHO understands that in the performance of providing education and advice, they will have access to certain sensitive information about the client, and that such information may include medical records, insurance, financial and other personal and confidential data. Therefore, the VHO agrees to restrict use of such information to the performance of duties described in the VRPM policy guidelines. The VHO understands that a breach of this agreement may result in termination of this agreement and liability for breaching the client's right to privacy and confidentiality.
10. The VHO shall maintain reasonable records in the performance of this contract and shall allow access to those records by the Agency, the Administration for Community Living, or any duly appointed representatives of the state or federal government.
11. Any discovery, copyright, invention, work papers, written materials, publication, information, by-product, or end product arising out of, or incident to the performance of this MOU shall be shared with the Agency unless otherwise required by state or federal regulations.
12. The VHO will appoint a contact person to be used for communication with the Agency, and provide name, address (if different than VHO), phone number, fax number, and email address where indicated below. Please indicate whether the liaison is also the assigned volunteer coordinator.

The liaison for the VHO is: Pam Roatch

Phone/fax: (406) 454-6990

Email: proatch@cascadecountymt.gov

Also Volunteer Coordinator? Yes XX No

13. The VHO will make services available in the following counties: Cascade

LIABILITY

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

TERMINATION

This MOU may be terminated by any of the parties hereto upon written notice delivered to the other parties at least thirty (30) days prior to intended dates of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In the event that the MOU is terminated with the Area Agency on Aging, Missoula Aging Services reserves the right to contract with other service providers in the AAA's service area.

CHANGES/AMENDMENTS/ASSIGNMENT

This MOU constitutes the entire agreement between the parties. All amendments and/or changes shall be by written instrument executed by the parties hereto. The parties hereto have caused this MOU to be executed as of the date set forth herein by their duly authorized representatives. The rights and responsibilities of the parties under this contract shall not be assignable without the prior written approval of Missoula Aging Services.

FUNDING AVAILABILITY

This contract is subject to and contingent upon the continuing availability of federal funds for the purposes described herein.

BREACH OF CONTRACT

If a dispute arises between the parties under this contract over payment for goods or services, the dispute is brought before Board of Directors of Missoula Aging Services and will determine what payment will be made between the parties involved in the dispute.

CIVIL RIGHTS

The VHO will comply with the Civil Rights Act of 1964.

The VHO agrees that no person shall, on the ground of race, color, national origin, creed, sex, religion, political ideas, marital status, age or handicap be excluded from employment or participation in, be denied benefits, or be otherwise subjected to discrimination under any program or activity connected with the implementation of this contract, and further agrees that affirmative steps will be taken to employ and advance in employment qualified handicapped individuals.

The VHO further agrees that all hiring done in connection with this contract shall be on the basis of merit qualifications genuinely related to competent performance of the particular occupational task.

DUPLICATION OF COST

The VHO represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

POLITICAL ACTIVITIES

The VHO agrees that expenditure of funds under the terms and conditions set forth in this contract shall not be used to pay the salary or expenses of any grant or contract VHO or agent acting for such VHO to engage in any activity designed to influence legislation or appropriations pending before the Congress. This means that the costs of attempting to influence legislation pending before Congress may not be used either as direct or indirect costs.

The VHO shall cooperate with any federal investigation undertaken.

IN WITNESS WHEREOF the parties hereto have executed this MOU.

MISSOULA AGING SERVICES

337 Stephens Avenue
Missoula MT 59801
728-7682

By: _____
Rob Edwards, Operations Director

Date: _____

VOLUNTEER HOST ORGANIZATION

Organization Name: Cascade County Aging Services

By: Kimberliegh Thiel Schaaf Date: 5/31/2019


Typed Name and Title: Kimberliegh Thiel Schaaf
Aging Services Director

Federal Tax Identification #: 816001343

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James L. Larson, Commissioner



Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

Attest

**On this 14th day of June, 2019, I hereby attest the above-written signatures of
Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**



DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

June 14, 2019

Contract #19-71

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Foster Grandparents Program Grant Award
#18SFPMT003

ACTION REQUESTED: Approve Contract #19-71

PRESENTED BY: Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

The Foster Grandparent Program is recertified every three years and the budget is then awarded on an annual basis. The current contract is for the 2nd year of the program and approves the FY2020 Budget. The Notice of Grant Award provides the budget for the period July 1, 2019 until June 30, 2020. The budget is \$200,951 in federal funding and \$26,560 in local match. The local match is \$12,210 in cash and \$13,500 in-kind support.

RECOMMENDATION:

Staff recommends that the Commission approve Contract #19-71

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #19-71, Foster Grandparent Award 18SFPMT003 between Cascade County (Area VIII Agency on Aging) and the Corporation for National and Community Service.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #19-71, Foster Grandparent Award 18SFPMT003 between Cascade County (Area VIII Agency on Aging) and the Corporation for National and Community Service.

Notice of Grant Award

For Official Use Only

Corporation for National and Community Service

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

CONTRACT

19-71

Foster Grandparent Program

Grantee

Cascade County Commissioners

EIN: 816001343

1801 Benefis Ct Great Falls MT 59405-4377

DUNS: 010360493

Award Information

Agreement No.: 18SFPMT003

Performance Period: 07/01/2018 - 06/30/2021

Amendment No.: 3

Budget Period: 07/01/2019 - 06/30/2020

CFDA No.: 94.011

Grant Year: 2

Award Description

FY 2019 Award for FGP in the amount of \$200,951 for year 2 of 3.

The budget period is 07/01/2019 to 06/30/2020.

This award supports 43 Federal VSYs.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$200,951	\$200,951
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$200,951	\$200,951

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$202,351
Total CNCS Funds Awarded to Date	\$403,302

Funding Source and Amount

2019--OPE1-P71-OPO-22507-4101 \$200,951.00

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at https://egrants.cns.gov/termsandconditions/Final2019GeneralTandC508_11-02-18.pdf and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2019FGP-ProgramSpecfic20190206-508TCs.pdf>. Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Notice of Grant Award

For Official Use Only

601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323

Foster Grandparent Program

Grantee

Cascade County Commissioners

1801 Benefis Ct Great Falls MT 59405-4377

EIN: 816001343

DUNS: 010360493

Corporation for National and Community Service:



05/28/2019

Signature

Award Date

Keisa Thompson

Senior Grants Officer

Keisa Thompson, 215-964-6334

Grants Officer

Christina Bateman-Schlepp, 202-606-5000

Program Officer

Cascade County Commissioners

Legal Applicant

Tina Lopez

Project Director

Kimberliegh L. Thiel-Schaaf

Certifying Official/Executive Officer

Cascade County FGP

Cascade County Commissioners

Application ID: 19SF214811

Budget Dates: 07/01/2018 - 06/30/2021

	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses	43,472	41,298	0	2,174
B. Personnel Fringe Benefits	466	442	0	24
FICA	3,269	3,160	0	109
Health Insurance	6,790	6,450	0	340
Retirement	3,683	3,499	0	184
Life Insurance	0	0	0	0
Total	\$14,208	\$13,551	\$0	\$657
C. Project Staff Travel				
Local Travel	1,400	0	812	588
Long Distance Travel	1,000	0	1,000	0
Total	\$2,400	\$0	\$1,812	\$588
D. Equipment				
E. Supplies	250	0	250	0
F. Contractual and Consultant Services				
I. Other Volunteer Support Costs	10,725	3,996	6,729	0
Criminal Background Check	0	0	0	0
Total	\$10,725	\$3,996	\$6,729	\$0
J. Indirect Costs				
Section I. Subtotal	\$71,055	\$58,845	\$8,791	\$3,419
Section II. Volunteer Expenses				
A. Stipends				
Corporation Funded	118,981	118,981	0	0
Non-Corporation Funded	0	0	0	0
Non-Stipended				
Total	\$118,981	\$118,981	\$0	\$0
B. Other Volunteer Costs				
Meals	11,500	0	11,500	0
Uniforms	1,000	1,000	0	0
Insurance	1,350	1,000	350	0
Recognition	6,357	3,857	2,500	0
Volunteer Travel	17,268	17,268	0	0
Physical Examinations	0	0	0	0
Total	\$37,475	\$23,125	\$14,350	\$0
Section II. Subtotal	\$156,456	\$142,106	\$14,350	\$0
Budget Totals	\$227,511	\$200,951	\$23,141	\$3,419
Funding Percentages		89.7%	10.3%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

Budget Narrative: Cascade County FGP for Cascade County Commissioners**Section I. Volunteer Support Expenses****A. Project Personnel Expenses**

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Excess Amount
Program Manager @95% CNCS & 5% fundraising: - 1 person(s) at 43472 each x 100 % usage	41,298	0	43,472	2,174
CATEGORY Totals	41,298	0	43,472	2,174

B. Personnel Fringe Benefits

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
FICA: FICA 7.65% of salary	3,160	0	3,269	109
Health Insurance: \$7572/year/employee	6,450	0	6,790	340
Retirement: State PERS by statute is 8.47% of salary	3,499	0	3,683	184
Life Insurance: N/A	0	0	0	0
Unemployment: Current rate is .35% of salary	145	0	153	8
Workers Comp: Current rate for this position is \$313/year	297	0	313	16
CATEGORY Totals	13,551	0	14,208	657

C. Project Staff Travel**Local Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Cascade County maintains a fleet of vehicles for use by its departments.: FGP utilizes a vehicle from that fleet daily for approx. 1400 miles/year. Current fleet rate charge is \$1/mile. Used as match is .58/mile. The remaining .42/mile is listed as Excess and will be covered entirely by Cascade County	0	812	1,400	588
CATEGORY Totals	0	812	1,400	588

Long Distance Travel

Purpose -Destination -Other Travel -Trans. Amount -Meals/Lodging	CNCS Share	Grantee Share	Total Amount	Excess Amount
Local & Long distance relevant travel: CNCS required statewide meeting travel at \$500; and other in-state meetings, such as those related to Aging or Volunteering TBD.- Meals/Lodging 1,000 Trans 0 Other 0	0	1,000	1,000	0

CATEGORY Totals	0	1,000	1,000	0
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D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

E. Supplies

Item/ Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Office Supplies:	0	250	250	0
CATEGORY Totals	0	250	250	0

F. Contractual and Consultant Services

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

I. Other Volunteer Support Costs

Item	CNCS Share	Grantee Share	Total Amount	Excess Amount
Criminal Background Checks:	0	0	0	0
Utilities: Electric 1385/yr, H2O 1036/yr, Gas 800/yr, & bldg insurance 1,228:	0	4,449	4,449	0
Postage - costs mailing stipends, meeting notices, newsletters, and other communications to program participants.:	0	750	750	0
Printing Costs - to print newsletters, meeting notices, invitations, training materials for program participants.:	0	500	500	0
Membership Dues - National Association dues \$100 and Montana Assoc. of Senior Corps Directors membership \$75:	0	175	175	0
Criminal Background Checks for approx 15 new applicants. Cost of FBI Fingerprint check and NSOPW, approx. \$36 each:	0	555	555	0
Volunteer In Service Training-Interpreter 60.00 per hour X 2 hrs per mtg 6 times a year; and \$60/hour x 3 hours for annual recognition:	900	0	900	0
Volunteer Reporter Subscription:	0	300	300	0
Meals for FG's during in-service meetings estimated at \$12/FGP x 6 meetings:	3,096	0	3,096	0
CATEGORY Totals	3,996	6,729	10,725	0

J. Indirect Costs

Calculation -Rate Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0
SECTION Totals	58,845	8,791	71,055	3,419
PERCENTAGE	83%	12%		

Section II. Volunteer Expenses**A. Stipends**

Item - # -Annual Stipend	CNCS Share	Grantee Share	Total Amount	Excess Amount
Corporation Funded: - 43 x 2767	118,981	0	118,981	0
Non-Corporation Funded: - 0 x 2767	0	0	0	0
CATEGORY Totals	118,981	0	118,981	0

B. Other Volunteer Costs

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
Meals: Meals for FG's while serving. School meals are in-kind GFPS.	0	11,500	11,500	0
Uniforms: Uniforms and name badges for active volunteers while serving	1,000	0	1,000	0
Insurance: Volunteer Insurance provided with through the county's workers comp premium and in-kind general liability insurance	1,000	350	1,350	0
Recognition: Gift Certs for each in-service \$50 x 43 FG's. Annual event: \$12/FG for catered lunch w/43 guests (1 per FG), \$400 for decorations; \$2,500 in-kind prizes. Service year pins, and FGP of the year award.	3,857	2,500	6,357	0
Volunteer Travel: Volunteer mileage estimated @ 19,425 miles/year reimbursed at \$0.58 per mile. Para-transit passes for 4 FG's, and GF transit passes for snow grandmas. Aging Services transportation 6 riders slots @ \$4 roundtrip or approx. 1,000 rides/yr	17,268	0	17,268	0
Physical Examinations:	0	0	0	0
CATEGORY Totals	23,125	14,350	37,475	0
SECTION Totals	142,106	14,350	156,456	0
PERCENTAGE	91%	9%		

BUDGET Totals	200,951	23,141	227,511	3,419
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	PERCENTAGE	88%	10%	
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Source of Funds

Section	Description
Section I. Volunteer Support Expenses	LOCAL FUNDS to achieve local match for this section will include \$8,791 Grant from United Way of Cascade County. \$3,419 in County tax support, as well as an estimated \$13,500 in-kind support of meals and prizes. In-kind will be reported only to the level needed to achieve the match.
Section II. Volunteer Expenses	LOCAL FUNDS to achieve local match for this section will include \$8,791 Grant from United Way of Cascade County. \$3,419 in County tax support, as well as an estimated \$13,500 in-kind support of meals and prizes. In-kind will be reported only to the level needed to achieve the match.

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE		1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Non-Construction															
Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)																	
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS): 04/10/19		3. DATE RECEIVED BY STATE:															
2b. APPLICATION ID: 19SF214811		4. DATE RECEIVED BY FEDERAL AGENCY: 04/10/19															
		STATE APPLICATION IDENTIFIER:															
		FEDERAL IDENTIFIER: 18SFPMT003															
5. APPLICATION INFORMATION																	
LEGAL NAME: Cascade County Commissioners DUNS NUMBER: 010360493		NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes): NAME: Tina Lopez TELEPHONE NUMBER: (406) 454-6990 FAX NUMBER: (406) 454-6991 INTERNET E-MAIL ADDRESS: tlopez@cascadecountymt.gov															
ADDRESS (give street address, city, state, zip code and county): 1801 Benefis Ct Great Falls MT 59405 - 4377 County: Cascade																	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 816001343		7. TYPE OF APPLICANT: 7a. Local Government - County 7b. Area Agency on Aging Local Government, Municipal															
8. TYPE OF APPLICATION (Check appropriate box). <input type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input checked="" type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT If Amendment, enter appropriate letter(s) in box(es): <input type="text"/> <input type="text"/> A. AUGMENTATION B. BUDGET REVISION C. NO COST EXTENSION D. OTHER (specify below):		9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service															
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.011 10b. TITLE: Foster Grandparent Program		11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Cascade County FGP															
12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc): Cascade County including all rural communities in this county.		11.b. CNCS PROGRAM INITIATIVE (IF ANY):															
13. PROPOSED PROJECT: START DATE: 07/01/18 END DATE: 06/30/21		14. CONGRESSIONAL DISTRICT OF: a.Applicant <input type="text" value="MT 00"/> b.Program <input type="text" value="MT 00"/>															
15. ESTIMATED FUNDING: Year #: <input type="text" value="2"/>		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">a. FEDERAL</td> <td style="width: 20%;">\$ 200,951.00</td> </tr> <tr> <td>b. APPLICANT</td> <td>\$ 26,560.00</td> </tr> <tr> <td>c. STATE</td> <td>\$ 0.00</td> </tr> <tr> <td>d. LOCAL</td> <td>\$ 26,560.00</td> </tr> <tr> <td>e. OTHER</td> <td>\$ 0.00</td> </tr> <tr> <td>f. PROGRAM INCOME</td> <td>\$ 0.00</td> </tr> <tr> <td>g. TOTAL</td> <td>\$ 227,511.00</td> </tr> </table>		a. FEDERAL	\$ 200,951.00	b. APPLICANT	\$ 26,560.00	c. STATE	\$ 0.00	d. LOCAL	\$ 26,560.00	e. OTHER	\$ 0.00	f. PROGRAM INCOME	\$ 0.00	g. TOTAL	\$ 227,511.00	<input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: <input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372	
a. FEDERAL	\$ 200,951.00																
b. APPLICANT	\$ 26,560.00																
c. STATE	\$ 0.00																
d. LOCAL	\$ 26,560.00																
e. OTHER	\$ 0.00																
f. PROGRAM INCOME	\$ 0.00																
g. TOTAL	\$ 227,511.00																
		17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES if "Yes," attach an explanation. <input checked="" type="checkbox"/> NO															
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.																	
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Kimberliegh L. Thiel-Schaaf		b. TITLE:															
		c. TELEPHONE NUMBER: (406) 454-6990															
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:		e. DATE SIGNED: 05/20/19															

Narratives

Executive Summary

An Estimated 43 volunteers will serve. Of this number 40 Foster Grandparents will be placed in outcome assignments. Some of their activities will include assisting in classrooms at the pre-elementary and Head Start level, tutoring public school children, and assisting children with out of school programs. At the end of the three-year period, we anticipate data to support school readiness along with improved academic performance in either math and/or literacy. The primary focus area of this project is Education K-12 success improving academic performance in literacy and/or math. The CNCS federal investment of \$200,951.00 will be supplemented, at minimum, by the required 10% match of \$23,141. In FY 2020, year two of the three-year commitment, we will budget \$200,951 federal cash, \$8,791 local cash as match, and \$14,350 in-kind match as well as \$3,419 in local cash to cover the Excess which is fund raising expenses and the fleet charges that exceed the federal allowed reimbursement. The FY2020 total budget will be \$227,511.

Strengthening Communities

Cascade County Aging Services- Area VIII Agency on Aging serves as the host agency for the Foster Grandparent program. The Area VIII Agency on Aging serves the citizens of Cascade County, Montana. Cascade County is according to the US Census Bureau a total area of 2,698 square miles of which the majority is land. The Missouri River and the Sun River flow through the county and meet in the county seat of Great Falls. The racial majority is White (88.5%), followed by Native Americans (4.8%) Black or African American comprising 1.6%, and the remaining 5.1% being comprised of all other races or a combination of more than one race.

Looking at the age range of Cascade County residents helps us to understand our unique service population. The following statistics are based on the most current estimations for 2017. Total Population of the Area is 81,654 people with more than 34,383 households. The majority of households are married couples (48%) with 29% of households having children under the age of 18 living with them. Of interest is the fact that 12% of those household's report someone aged 65 or older who is living alone. In fact, the most recent population projections estimate that currently persons aged 65 and older comprise 18.2% of the county's population which has increased 2.6% from 2010. In addition to Great Falls there are 3 incorporated towns; Belt, Cascade and Neihart in the County. Additionally, there are many un-incorporated communities including Black Eagle, Simms, Fort Shaw, Vaughn, Sun Prairie, Sun River, Centerville, Sand Coulee, Stockett, Tracy, Monarch, and Ulm. Malmstrom AFB is located .3 miles from the City of Great Falls on the east side of the County. Within

Narratives

those communities there are 6 Senior and Community Centers who partner with Aging Services to enrich the lives of persons aged 60 and older within the County. Those Senior and Community Centers are located in Cascade, Fort Shaw (Sun River Valley), Great Falls, Belt, Centerville and Monarch/Neihart.

In Cascade County it is interesting to note the level of poverty facing many of the county's residents. With a median family income at \$46,827, with a poverty rate of 11.9%, Cascade County is considered a high poverty county within Montana, and thus, many families struggle. Children from families in poverty frequently have a difficult time making grade level progress in school and are considered at risk for failure. Additionally, many area seniors find it difficult to pay for medications and food as well as other normal activities of life.

The role of the Area Agency on Aging is to provide resources, assistance and volunteer opportunities that serve to enhance the quality of life for seniors living within our community. Through a person-centered approach, we are committed to assisting a diverse population in maintaining their home, dignity and independence. Our mission is for the individuals we serve to "Live Longer, Live Safely, and Live Well!"

This mission leads to a commitment to services and to improved elderly awareness through the eight programs offered at Area VIII Agency on Aging. The programs providing direct services to the senior in Cascade County ensure a good line of communication between all concerned entities. In particular, the Area VIII program staff are able to direct accurate and helpful information to the clients and the clients can provide feedback based on reviews, interviews and follow-up contacts by the Area VIII management team. It is dependent upon the Area VIII managers to ensure all staff is adequately trained in their assigned areas and cross-trained in other programs to allow access to all services for all clients within Area VIII. Trained volunteers assist the Area VIII staff in accomplishing this goal and are monitored, evaluated and have continuing education classes to ensure accurate and useful service and information is being provided to the clients.

ACTIVITIES

Foster Grandparents serve on average 15 hours per week during the academic calendar providing a consistent presence in the lives of local youth. They are role models, mentors, and friends to children who face great challenges today. The program also provides a way for seniors aged 55 and older to stay active and use their time and talents to effect local change. The activities that FGP supports include:

Narratives

*Helping students with improved academic performance in literacy and/or math *Assisting children in preparation for Kindergarten including health and motor development, social and emotional development and age-appropriate academic skills and behavior *Comforting children served in child safety, welfare, and health programs.

ACHIEVEMENT OF OUTCOMES

Today's youth face a set of daunting challenges as they transition to adulthood. With the goal of all of our children reaching their full potential in mind, it is important to identify opportunities to increase supports to youth. Specifically, children who grow up without consistent supports, in areas of high crime, in poverty, and in single parent homes are more likely to be at risk of academic failure, unemployment, high risk behaviors and cyclical poverty.

As a program within the Corporation for National and Community Service (CNCS), Foster Grandparents are dedicated to improving the lives of local youth through the implementation of a nationally focused service program aimed at increasing resources to youth. In response to research that shows that one of the three most impactful reasons why our children struggle is the absence of a non-parent caring adult in their life, Foster Grandparents offer a direct answer to this concern with their consistent presence, guidance, and support.

In keeping with federal program guidelines and under professional supervision Foster Grandparents serve on a person to person level offering situationally focused supports. For example, Foster Grandparents serving in an elementary school would likely be found providing emotional support, helping to develop academic skills, or tutoring children in reading and/or math. When serving in a pre-school setting, Foster Grandparents would be focused on helping to develop school readiness, providing emotional support and helping to teach our youth the valuable skill of self-care. Foster Grandparents working with children under the age of 3 would be focusing on nurturing and providing emotional support.

OUTCOME TRACKING

In an era of increased transparency and accountability, programs such as the Foster Grandparent Program are required to adhere to federal measurement guidelines. Specifically, CNCS is required to report accomplishments to Congress under the Government Performance and Results Act (GPRA).

Narratives

By using the "logic-model" approach inherent in the foundations of Programming for Impact (PFI), program staff identify the community need to be addressed, the service activity, the anticipated inputs, anticipated accomplishments, and anticipated impact.

Through the implementation of impact centered work plans, Foster Grandparent programs build a programmatic foundation by which measurable changes in youth, and our community may be assessed. Since 2003, all CNCS programs have been required to adhere to the Performance Measure Initiative. As a result, with respect to each performance measure, grantees are expected to: 1) Report on progress achieved; 2) Specify how performance was measured 3) Make the underlying documentation of performance available for review; and 4) Report on any operational changes and project improvements that resulted from information learned from the performance data.

Locally, the Foster Grandparent program has developed measurement tools for each of our service areas. The use of these evaluation forms twice/year sets a baseline by which we can measure outcomes for individual youth. Those outcomes are as follows:

*K-12 success Tutoring public schools- number of students with improved academic performance in literacy and/or math. Working with local school districts to track the children's MAP scores from beginning of the school year to the end.

*School readiness assisting in classroom - Number of children demonstrating gains in school readiness in terms of social and/or emotional development. Working with pre-school sites to get results from those children working with a grandparent from the Boehm Test of Basic Concepts.

*Comforting children & Number of children served in child safety, welfare, and health programs. Working with childcare sites to get numbers of children working one-on-one with a foster grandparent.

While the Foster Grandparent program is not new to the community, the way data is collected and reported is new to the program. Having attended regional training and in full support of the new performance measures and work plans, the Cascade County Foster Grandparents Program is positioned for full implementation with the start of the next grant cycle.

The Cascade County Foster Grandparent Program purchases and uses each year the Volunteer Reporter software program. This software manages and tracks volunteer files and data. In conjunction with the software, Aging Services ensures that all volunteer files are maintained in a confidential manner. The files are updated, and the organization ensures that all files are in compliance with CNCS program guidelines. Furthermore, Cascade County conducts an annual financial audit which includes the Foster Grandparent Program. Annually the program assesses the

Narratives

project impact on priority community needs by collection of the following data:

1) Workstation surveys with workstation supervisors during site visits. 2) Data establishing a beginning of year baseline as well as an end of year assessment for all youth served. 3) Volunteer surveys and volunteer project evaluations.

We fully understand that program success is tied to the ability to ensure continued placements for all FG's in order to meet the 44,892 volunteer service hours. Through careful volunteer management and supervision, we have shown success with volunteer retention thus making the program and outcomes stronger.

Recruitment and Development

PROMOTE PUBLIC AWARENESS

Improved awareness

is a critical component for successful recruitment of participants for the Foster Grandparent Program (FGP). The FGP program utilizes a wide variety of media in hopes of educating our community about the work of local Foster Grandparents. We take advantage of public awareness exposure with local television, radio, and print media especially as a means of educating the community. While we primarily rely on email as our means of communication, yet there is room for great improvement in the promotion of the Foster Grandparent Program through Social Networks and the internet. FGP staff continue to present at local service clubs like the Rotary, Kiwanis Club, and the Uptown Optimists which also helps increase awareness of the program and its outcomes. We are also actively participating in local fairs, and appropriate civic events.

It is important when discussing the promotion of public awareness to acknowledge that our best advocates are our Foster Grandparents themselves. As such, it is critical that each Foster Grandparent understands the importance of our work, maintains the highest levels of engagement, and are always striving to improve their performance within the host site. Foster Grandparents build and foster relationships with children through one-on-one daily consistent interaction with students to provide practice with skills e.g. reading fluency, math facts, and independent interactions. FG's assist teachers in completing tasks that are essential to managing a classroom in which FG's often become an elder adult positive role model and provide cross generational interaction. In an effort to foster such engagement, the Cascade County Foster Grandparent Program offers bi-monthly in-service trainings that serve to educate, allow opportunities for sharing and networking, and to reward and incent our local FG's. FGP will continue to work with Great Falls Public School staff during bi-monthly mandatory in-service meetings to ensure our grandparents are being trained on the most relevant topics the children are learning such as zoo phonics, etc. All Great Falls Public School literacy

Narratives

staff have a Montana Reading Endorsement and continue to grow in their knowledge and understanding of the complex process of reading.

NETWORKING AND BUILDING PARTNERSHIPS

Locally, FGP partners with work stations such as the Great Falls Public Schools, Wee Disciples, Holy Spirit Catholic School, Head Start, and rural school districts to promote the work of the Foster Grandparent Program. FGP receives community support from local entities such as Department of Child & Family Services, Benefis Hospital, Great Falls Clinic, and the Cascade County Extension Office as far as in-service speakers for variety of topics and referring new clients to the program who may be eligible. FGP staff and the Aging Services leadership continue to explore new partnerships and ways to improve existing partnerships which above all promotes awareness of senior issues and encourages volunteerism. Above all, FGP staff are dedicated to building and improving partnerships with our host sites to create a program that is committed to improvement, progress, and the success of all program participants.

DIVERSITY

As an entity of county government, Cascade County Aging Services is highly aware of the need to recruit a diverse group of program participants, both as Foster Grandparents and as youth benefitting from the presence of a Foster Grandparent in their life. Our hiring and recruiting practices reflect that commitment. Local staff is continually looking for opportunities to increase the participation of minorities and men within the FG program. Foster Grandparent Program will continue to partner with the Indian Family Health Clinic whose mission is to provide high quality, culturally sensitive health care to Urban Indian families in Great Falls and the surrounding area by dispersing FGP information in their newsletters, putting up posters and brochures about the importance of volunteerism and giving back to our future, the children. Native Americans represent the largest numbers in terms of minority populations in Cascade County, so this partnership lends itself well to the concept of our volunteers being representative of the youth that we are serving.

FGP also works closely with the Great Falls Public Schools in the placement of FGs into schools where they will be most effective. Eleven of the nineteen public schools we partner with are designated Title I Schools. Generally, a Title I designation means that the students are at greatest risk for not reaching their full academic potential. We target Title I Schools with increased resources in response to the increased need in those schools.

Narratives

TRAINING

Cascade County recognizes the importance of training as a means of engagement and efficacy for all program staff. Foster Grandparent program manager attended the 50th Annual Governor's Conference on Aging in September 2018 and attended training on Engaging Each Generation as Volunteers for volunteer recruitment and retention. Currently, all new FG's participate in pre-service training, and bi-monthly in-service meetings to build on that initial training. The Cascade County Foster Grandparents participate in a total of 1,032 hours of ongoing development facilitated through 6 bi-monthly in-service trainings. FGP staff is committed to recruiting, training and placing a diverse corps of volunteers from all races, backgrounds, beliefs, and education levels with our workstations to meet a variety of student needs.

FGP will also continue to work closely with our community and volunteers for important initiatives for Montana Senior Corps Programs such as Opioid Abuse Prevention Programming. During the monthly mandatory In-Service meetings, Community speakers will come and talk about what to look out for and what to be aware of especially in youth. Working with our local Alliance for Youth has been a great partner in helping our foster grandparents create social change to advance healthy youth development within our community through collaborative approaches to prevention, intervention, and treatment.

RETENTION AND RECOGNITION

Locally, our FGP has benefitted from high retention rates. Not taking into consideration Foster Grandparents that passed away or moved, the retention rate for the past few years in the Cascade County Foster Grandparent Program has been over 90%. (92% in 2017-2018, 91% 2018-2019 of enrolled FG's returned during these years.) Programs that begin with a higher rate of retention each year build capacity and program strength each year. FGP staff continue to recruit potential Foster Grandparents through word of mouth, community speaking engagements, posters and flyers placed around the community in low-income housing complexes, Senior Centers, and in workstations. As more FG's continue in their service, their skills are improved and their self-confidence in their work and value is increased. FGP staff continues to get the most relevant speakers from our worksites and in the community for the in-service meetings that are important and relevant to the volunteers and/or the children they serve. Some of the speakers during in-service meetings will include but not limited to Cascade County Sheriff's Office, GFPS Technology Dept., GFPS Special Education, and

Narratives

MSU Extension. In-Service meetings take place 6 times a year for 4 hours during the months of July, September, December, February, April, and May. Each year, FGP recognizes volunteers for their service by providing feedback to the volunteers on how their service is making a difference, and volunteer stations are encouraged to provide recognition for their volunteers throughout the school year. FGP holds an annual volunteer recognition event in the spring where we award service year pins and present a Foster Grandparent of the Year. The FGP of the Year is chosen through nominations made by the individual sites and then reviewed by an independent panel, who then chooses the recipient. All active FG's also receive a card on their birthdays along with various other thanks you cards and token gifts of appreciation throughout the year. FGP staff will ensure meaningful placements for volunteers by documenting volunteers' individual preferences, experiences, and skills during the interview process. FGP staff will continue to closely track level of volunteer satisfaction through time served, investment in the program, attendance, and personal; discussions. Annual Evaluations are sent to worksite supervisors each year to get feedback on the volunteer and how well they have done. Worksite supervisors go over the evaluations with the volunteer and discuss everything at that time, so they are both on the same page moving forward. The Volunteers also fill out a portion of the evaluation to get their feedback on how they feel about the program, the worksite they serve, and how they are treated by program staff. FGP will also utilize anonymous feedback forms at each in-service meeting for any FG to give their feedback.

Program Management

VOLUNTEER AND STATION MANAGEMENT

FGP will collaborate with current and potential workstations and community partners to focus and address priority community needs. Assessment of the progress towards achieving those goals will be measured by surveys conducted, meetings held, and growth of local partnerships and the continued placement of Foster Grandparents in positions that address priority community needs. FGP staff will closely track involvement and the level of volunteer satisfaction through time served, investment in the program, attendance, annual volunteer assessment and personal interviews. Throughout the year interviews and surveys conducted will be used as tools to move the program towards real time efficacy.

Cascade County takes full advantage of the three-month probationary period that all Foster Grandparents adhere to as an opportunity to observe the FG in their placement and evaluate the abilities of the FG with the needs of the station and the over-arching community needs. This also gives FGP staff an opportunity to provide a mentor to a new FG to provide daily support and training that

Narratives

will improve the likelihood that all FG's will achieve their full potential. Regular worksite visits and regular communication with worksite staff will ensure that CNCS guidelines are being adhered to. FGP strives to achieve programmatic excellence on every level. Recently, program audits have been conducted and all deficiencies have been remedied. These program audits have served as an educational tool for all staff associated with FGP and have laid the foundation for improvement beyond basic compliance. The Cascade County Senior Advisory Council is in the process of being re-seated as a board under the Board of County Commissioners, which is in accordance with the Montana Local Government statutes. The bylaws for that group were developed to comply with the Older Americans Act requirements as well as the requirements for CNCS. The board will be made up of 15 members the majority of whom are 55 or older and include at least one (1) current Foster Grandparent. It will meet regularly four (4) times a year and includes a Foster Grandparent Standing Committee whose role will be to review issues related to the Foster Grandparent program as well as provide additional guidance and input when needed. It is anticipated that the standing committee will have a role in making the selection of the Foster Grandparent of the Year Award, provide guidance on personnel issues that relate to the program and assist with developing the annual budget for the program. The first meeting of this re-invented group should occur in July 2019.

Organizational Capability

FISCAL OVERSIGHT

Cascade County is committed to meeting and exceeding the expectations of tax payers and grantors to assure that Aging Services programs and grants are managed properly and in accordance with all applicable laws and regulations. To this end, Aging Services has significantly improved our ability to track programmatic revenues and expenses through a necessary expansion of our chart of accounts. We remain dedicated to the process of improvement and have extended accountability to individual programs and staff members.

This improved focus will improve our effectiveness and performance within Federal and State programs, improve the delivery of services to the public and facilitate greater coordination among the community partners who work together to ensure the safety and wellness of our aging population.

STAFF

Cascade County employs a full-time FGP Program Manager. Tina Lopez has been with the program since August 2005 providing overall oversight and management of the program. The Program Manager has benefitted from extensive training and experience in program management, volunteer

Narratives

coordination and assessment of community needs. In the past year, the Program Manager attended the 50th Annual Governor's Conference on Aging along with Volunteer Engagement Training and she has developed a plan to integrate the training they received at that conference into the FGP program. As budget permits, other training opportunities will be explored.

MANAGEMENT CAPACITY

Cascade County has sponsored the Foster Grandparent Program since 1981 as part of its Aging Services Department. This program is symbiotic; volunteers help meet specific community needs regarding youth facing greater challenges and in return, they remain active, engaged with peers and are fulfilled with the knowledge that they are making a meaningful contribution to the community and our youth.

On an organizational level, the FGP program benefits tremendously from being a part of Aging Services. As an entity of county government, we maintain the integrity of the program by providing a spectrum of leadership, administrative, fiscal and personnel supportive services that allow FGP staff to focus entirely on programmatic development. Administrative support services provided include personnel management and supervision, while financial supports include invoice and payment processing, fiscal oversight, stipend processing, and payroll and timesheet management.

DEMONSTRATION OF CURRENT SYSTEMS

Cascade County has served as the host of the Foster Grandparent program for 38 years. We are committed to the longevity of the program and believe fully that our community would suffer its absence. As a result of that commitment, the county has consistently supported the program with direct funding from mill levy income. Also, in support of FGP, Cascade County provides a Senior Transportation Service that is available to the Foster Grandparents who are unable to drive themselves to a placement. The current Agency on Aging Director has been in the position a little over three years, a milestone that was not passed by the previous 2 directors, which in and of itself continues to provide support and stability to the entire agency, Foster Grandparents Program included. This stability in the leadership position has provide the Foster Grandparent Program with the opportunity to look carefully at operations and find ways to be more efficient with the scarce public dollars that are available while maintaining quality programming. This has included looking at a variety of training and staffing opportunities to ensure that the FG Program is continuing to function at a high level and bring the most value to the clients it serves.

Narratives

Other

N/A

PNS Amendment (if applicable)

Not Applicable

Performance Measures

% of Unduplicated Volunteers in Work Plans that result in Outcomes: 93%

% of Unduplicated in the Primary Focus Area: 93%

Performance Measure: 1.1 Tutoring

Community Need to be Addressed:

According to the Nations Report Card, 37% of 4th grade students in Montana tested at or above proficiency in Reading and 41% of students are at or above proficiency in Mathematics. Research has proven, millions of children get to 4th grade without learning to read proficiency, and that puts them on the high school drop out track. The ability to read is critical to a child's success in school, life-long learning potential and their ability to contribute to the nation's economy and its security. Great Falls Public School District has 5,680 students enrolled and they predict about the same number of students next year. In grades K-6, 48% of the children are below proficiency in reading and 50% are below efficiency in math. Foster Grandparents will increase students' opportunity in reading and/or math through one-on-one and small group assistance and support.

Focus Area: Education

Objective: K-12 Success

Number of
Volunteer Stations: 16

Anticipated
Unduplicated
Volunteers: 35

Anticipated
Volunteer
Contributions: 35

Service Activity: Tutoring

Service Activity Description: Providing one-to-one and small group tutoring to children in need of extra assistance in literacy and/or math. The volunteers will assist each identified child with one-to-one reading activities such as reading out loud for an average of 30 minutes per interaction at 3 days a week at their respective school.

Anticipated Output: ED1A: Number of individuals served

Target: 450 **How Measured:** Tracking System

Instrument Description Teacher Observation Form Log - designed to assess a baseline for identified students and measure reading progress throughout the year.

Anticipated Outcome: ED5A: Number of students with improved academic performance
Target: 405 **How Measured:** Tracking System

Instrument Description Measures of Academic Progress (MAPS) scores showing identified students reading and math progress in fall and again in the spring for yearly progress.

Performance Measure: 2.1 Other Classroom Support

Community Need to be Addressed:

According to the Public-School Review, there are 27 public preschools in Cascade County serving 6,690 children. Rigorous research has found that children lucky enough to attend a wonderful preschool program—with warm and knowledgeable teachers who are specially certified to teach young children as they play or are busy with activities, incorporating new vocabulary into dramatic play, scaffolding math skills during snack time—these children go on to be retained in grade or placed in Special Education at nearly half the rate of their less fortunate peers; to graduate high school at much higher rates; to engage in less crime; and to earn more money as adults, becoming contributors to society and depending less on the national safety net. There are 33 students enrolled at MSDB and 145 students with the Great Falls Public School District, and 60 students with Wee Disciples Lutheran School and Childcare Center. Given that assessment, it is clear that youth need additional support before they begin their primary education.

Focus Area: Education

Objective: School Readiness

3

Performance Measure: 2.1 Other Classroom Support		
Anticipated Unduplicated Volunteers:	5	Number of Volunteer Stations:
Anticipated Volunteer Contributions:	5	
Service Activity: Other Classroom Support		
Service Activity Description:	Providing support and assistance to low-income children 3 times a week for 1 hour.	
Anticipated Output:	ED1A: Number of individuals served	
Target: 72	How Measured: Tracking System	
Instrument Description Teacher Observation Log/Assignment Plan form used to track the number of children served.		
Anticipated Outcome:	ED23A: Number of children demonstrating gains in school readiness	
Target: 65	How Measured: Tracking System	
Instrument Description Teacher Observation Log designed to asses a baseline for identified students and track kindergarten readiness throughout the year.		

Performance Measure: 3.1 N/A		
Community Need to be Addressed:		
According to Montana Office of Public Instruction afterschool and summer programs support the creation of community learning centers that provide academic enrichment opportunities during out of school time for children, particularly students who attend high-poverty and low-performing schools. The programs offers students a broad array of enrichment activities that can complement their regular academic programs. HANDS Program, Salvation Army, and Boys & Girls Club of Cascade County currently work with over 1,500 children enrolled in afterschool programs, and 250 children enrolled in summer activities.		
Focus Area:	Other Community Priorities	Objective: Other
Anticipated Unduplicated Volunteers:	3	Number of Volunteer Stations: 3
Anticipated Volunteer Contributions:	6	
Service Activity: N/A		
Service Activity Description:	Mentoring out of school children during summer or after school porgrams at least 3 days a week.	
Anticipated Output:	SC1: Grantee met their target for community priority activity (Yes/No)	
Target: 150	How Measured: N/A	
Instrument Description Teacher Observation/Attendance Log		

Performance Measure: 3.1 N/A

Anticipated

Outcome: --No outcome selected--


Target: How Measured:

Instrument Description


Required Documents

<u>Document Name</u>	<u>Status</u>
Aggregate Dollar Amounts of funding	Not Applicable
Articles of Incorporation	Not Applicable
Board of Directors	Already on File at CNCS
CPA Certification	Already on File at CNCS
Community Advisory Group Names and Addresses	Sent
List of the names of any Funding Organizations/Sources	Already on File at CNCS
Negotiated Indirect Cost Agreement	Not Applicable
Organizational Chart	Sent
Project Director's Job Description	Already on File at CNCS
Roster of Volunteer Stations	Already on File at CNCS
Statement of date of last A133 audit	Sent
Statement of whether applicant is subject to A133 audit	Already on File at CNCS

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James L. Larson, Commissioner



Jane Weber, Commissioner

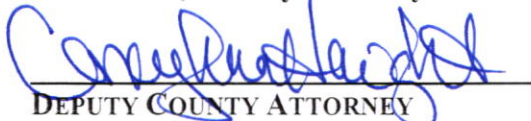
Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

Attest

On this 14th day of June, 2019, I hereby attest the above-written signatures of Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney



DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

June 14, 2019

Contract 19-73

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 19-73**
 FY 2020 United Way Award to Foster Grandparent Program

ACTION REQUESTED: **Approve Contract 19-73**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**

SYNOPSIS:

The United Way of Cascade County has awarded a donation of \$10,000 to the Foster Grandparent Program for expenses related to the program during Fiscal Year 2020.

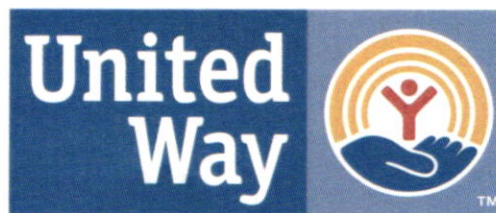
RECOMMENDATION:

Staff recommends that the Commission approve Contract 19-73 FY 2020 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: I move that the Commissioners approve Contract 19-73 FY 2020 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.

MOTION TO DENY: I move that the Commissioners deny Contract 19-73 FY 2020 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.



United Way of Cascade County

June 5, 2019

Kim Thiel-Schaaf
Cascade County Aging Services/Foster Grandparents

Dear Kim:

The United Way of Cascade County Board of Directors approved funding for Fiscal Year 2020 in the following amounts: **\$10,000 for the Foster Grandparents program.**

The Grant Review Committee recommended this amount based on your proposal to provide services in response to our RFP. United Way will disburse these funds electronically in equal monthly increments beginning July 1, 2019.

You are required to report quarterly on the program funded as outlined in the RFP. The Grant Review Committee will review your quarterly reports and may request a meeting with you to address any questions or concerns that arise. By signing below you agree to the reporting and other requirements contained in the RFP and to provide the services as outlined in your proposal to us. We will look to strengthen your involvement with Health Matters as your program aligns with the goals of this community initiative.

United Way of Cascade County reserves the right to adjust or terminate funding if, in our sole opinion, the spirit of this agreement is broken or if economic conditions warrant.

Thank you for the valuable services you provide and for partnering with United Way.



Sincerely,

Gary Owen
President

Kim Thiel-Schaaf
Cascade County Aging Services

6/6/2019
Date

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**


Joe Briggs, Chairman
James L. Larson, Commissioner
Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

Attest

**On this 14th day of June, 2019, I hereby attest the above-written signatures of
Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:**

Josh Racki, County Attorney


DEPUTY COUNTY ATTORNEY

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June 14, 2019

Contract 19-74

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 19-74**
 FY 2020 United Way Award to Meals on Wheels

ACTION REQUESTED: **Approve Contract 19-74**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**

SYNOPSIS:

The United Way of Cascade County has awarded a donation of \$20,000 to the Foster Grandparent Program for expenses related to the program during Fiscal Year 2020.

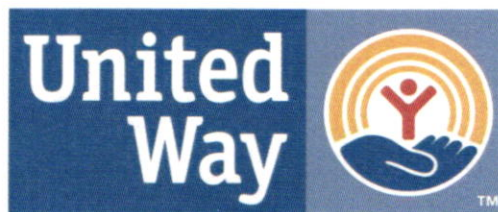
RECOMMENDATION:

Staff recommends that the Commission approve Contract 19-74 FY 2020 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: I move that the Commissioners approve Contract 19-74 FY 2020 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.

MOTION TO DENY: I move that the Commissioners deny Contract 19-74 FY 2020 United Way Award Acceptance between Cascade County Aging Services and the United Way of Cascade County.



United Way of Cascade County

June 5, 2019

Kim Thiel-Schaaf
Cascade County Aging Services/Meals on Wheels

Dear Kim:

The United Way of Cascade County Board of Directors approved funding for Fiscal Year 2020 in the following amounts: **\$20,000 for the Meals on Wheels program.**

The Grant Review Committee recommended this amount based on your proposal to provide services in response to our RFP. United Way will disburse these funds electronically in equal monthly increments beginning July 1, 2019.

You are required to report quarterly on the program funded as outlined in the RFP. The Grant Review Committee will review your quarterly reports and may request a meeting with you to address any questions or concerns that arise. By signing below you agree to the reporting and other requirements contained in the RFP and to provide the services as outlined in your proposal to us. We will look to strengthen your involvement with Health Matters as your program aligns with the goals of this community initiative.

United Way of Cascade County reserves the right to adjust or terminate funding if, in our sole opinion, the spirit of this agreement is broken or if economic conditions warrant.

Thank you for the valuable services you provide and for partnering with United Way.

Sincerely,

Gary Owen
President

Kim Thiel-Schaaf
Cascade County Aging Services/Meals on Wheels

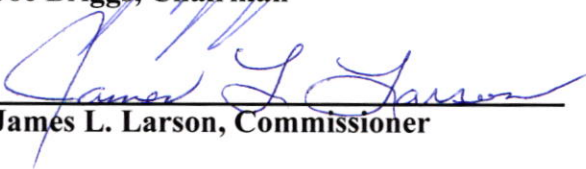
Date

Contract #19-74

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James L. Larson, Commissioner



Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

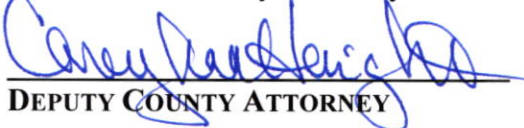
Attest

**On this 14th day of June, 2019, I hereby attest the above-written signatures of
Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:**

Josh Racki, County Attorney



DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

June 14, 2019

Contract #19-72

Agenda Action Report *Prepared for the* **Cascade County Commission**

ITEM: MOU between Cascade City-County Health Department, Montana Department of Health, & 341st Missile Wing, Malmstrom Air Force Base

INITIATED AND PRESENTED BY: Tanya Houston, CCHD Health Officer

ACTION REQUESTED: Approval of Contract #19-72

BACKGROUND:

The strategic National Stockpile (SNS) is a national repository of medical supplies, antibiotics, chemical antidotes, antitoxins, life support medications, IV administration, airway maintenance supplies and medical/surgical items for immediate deployment to a designated site within 12 hours of request approval. The Strategic National Stockpile is designated to supply and re-supply the state with pharmaceutical and/or medical supplies. A clinical Point of Dispensing (POD) is the vehicle by which these medical supplies are dispensed throughout the county.

The purpose of this MOU is to set forth guidance for the designation of Malmstrom AFB as a non-publicized, limited Access POD.

TERM: Date of Signing (5 year period)

AMOUNT: N/A

RECOMMENDATION: Approval of Contract #19-72

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commission **APPROVE** Contract #19-72, MOU Between Cascade City-County Health Department, Montana Department of Health, and 341st Missile Wing, Malmstrom Air Force Base

MOTION TO DISAPPROVE: Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #19-72, MOU Between Cascade City-County Health Department, Montana Department of Health, and 341st Missile Wing, Malmstrom Air Force Base

Memorandum of Understanding
Between
Cascade City-County Health Department, Montana Department of Health
And
341st Missile Wing, Malmstrom Air Force Base, Montana

1. This Memorandum of Understanding (MOU) will improve community disaster preparedness between the 341st Missile, Wing, Malmstrom Air Force Base (AFB), Montana and the Cascade City-County Health Department, Montana Department of Health (hereinafter "Health Department").
2. Introduction and Background. The Strategic National Stockpile (SNS) is a national repository of medical supplies, antibiotics, chemical antidotes, antitoxins, life support medications, IV administration, airway maintenance supplies and medical/surgical items for immediate deployment to a designated site within 12 hours of request approval. The Strategic National Stockpile is designated to supply and re-supply the state with pharmaceuticals and/or medical supplies. A clinical Point of Dispensing (POD) is the vehicle by which these medical supplies are dispensed throughout the county.
3. Purpose of the Memorandum. The purpose of the MOU is to set forth guidance for the designation of Malmstrom AFB as a non-publicized, limited access POD.
4. Agreement. The 341st Missile Wing will request SNS support through the Health Department and the Health Department will assess and request SNS in accordance with the terms and conditions outlined in this MOU.
5. Terms and Conditions.
 - a. The 341st Medical Group will:
 - (1) As lead agency for the 341st Missile Wing, communicate requests for medical supplies to Emergency Support Function-8 (ESF 8) at the Cascade County Emergency Operations Center.
 - (2) Provide prophylactic oral medication, vaccination treatment, and medical supplies to the following populations:
 - (a) Active duty service members
 - (b) Department of Defense civilian employees
 - (c) Dependents of active duty service members residing on Malmstrom AFB, Montana
 - (d) All personnel on Malmstrom AFB, Montana in the event the base prohibits the entry and exit of personnel and treatment is needed.

- 04/11/00
88-81
- (e) All Malmstrom AFB beneficiaries, but only in certain circumstances. For example, if the base is closed for entry and exit then beneficiaries residing off base need to acquire medication and vaccination through Cascade County's community response. In the event there is no restricted base entry and exit, beneficiaries residing off base would be supported by the Malmstrom AFB POD.

- (3) Utilize current management system to provide the prophylactic treatment.
- (4) Upon completion of the event, this facility will provide to the Health Department documentation including name, date of birth, address, date, time and the specific vaccine or medication provided to each person.
- (5) Return any un-used medical supplies to the Logistics Staging Area per instructions from ESF-8.
- (6) When and where possible, provide augmentation to response efforts in the local community upon request from Cascade County Emergency Operations Center.

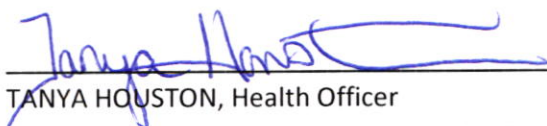
b. The Health Department will:

- (1) As lead agency for ESF-8, assess and request Strategic National Stockpile support based on:
 - (a) Number of cases or potential rate of infection
 - (b) Number of projected casualties
 - (c) Projected population needs in the area (Military and transients)
 - (d) Clinic capacity at the time of the event
 - (e) State resources identified, pharmacy distributors, oxygen availability, nearby hospital, and in-state alternative care centers
- (2) Through eSF-8, coordinate delivery of SNS material to the Malmstrom AFB POD and notify the 341st Medical Group Commander (406-731-3863) or a designee when material will be delivered. Method, time and security of delivery of delivery will be based on contingency.
- (3) If needed/indicated, request support from 341st Medical Group for assistance with response efforts within the local community.

6. Effective Period. This agreement is effective upon the date of signature, for a period of five years. This agreement shall be in effect as of the date indicated below and shall remain in effect until 30 days after written notification from either party that they desire to change the provisions of this Memorandum.

7. Modification, Change, or Amendment. Any modifications, changes, or amendments to this agreement must be in writing, and are contingent upon party's approval, the modification, change, or amendment must be signed by all parties.
8. Termination. The agreement may be cancelled at any time by mutual consent of the parties concerned. The agreement may also be terminated by either party upon giving 60 days written notice to the other party. In the case of mobilization of other emergency, the agreement may be terminated immediately upon written notice by any party, and it will remain in force during mobilization or other emergency only within the parties' capabilities.
9. Concurrence. It is agreed that this written statement embodies the entire agreement of the parties regarding the affiliation, and no other agreements exist between the parties except as expressed in this document. All parties to this agreement concur with the level of support and resource commitments that are documented herein.

Cascade City County Health Department:


TANYA HOUSTON, Health Officer

6-5-19
Date

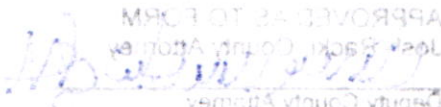
Malmstrom Air Force Base:

CHRISTOPHER A. PHILLIPS, Colonel, USAF, MSC, FACHE
Commander, 341st Medical Group

Date

JOHN T. WILCOX ii, Brig Gen (Sel), USAF
Commander, 341st Missile Wing

Date

APPROVED AS TO FORM
Jody Backlund, County Attorney

Deputy County Attorney
The County Attorney has provided advice and approval of the foregoing document in regard to the Board of Cascade County Commissioners and not on behalf of other parties involved. Review and approval of this document by legal counsel was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Malmstrom Air Force Base, Montana
Point of Dispensing/Memorandum of Understanding

IN WITNESS THEREOF, the Malmstrom Air Force Base personnel noted above have executed this Memorandum of Understanding

By: _____
CHRISTOPHER A. PHILLIPS, Colonel, USAF, MSC, FACHE
Commander, 341st Medical Group
Malmstrom Air Force Base (AFB), Montana

Date: _____

Cascade County:

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James Larson, Commissioner

Jane Weber Commissioner

Attestation:

On this _____ day of _____, 2018, I hereby attest the
above-written signatures of Jane Weber, Joe Briggs, and James Larson Cascade County

APPROVED AS TO FORM:
Josh Racki, County Attorney

Deputy County Attorney

The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

Rina Fontana Moore
Cascade County Clerk and Recorder

June 14, 2019

Agenda #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Contract 19-66**
Agreement between Cascade County and
Compliance Monitoring Systems, LLC for
24/7 Sobriety Program Services

INITIATED & PRESENTED BY: **Sheriff Jesse Slaughter**
Cascade County Sheriff's Office

ACTION REQUESTED: **Approval of Contract #19-66**

BACKGROUND:

The purpose of this agreement is for Compliance Monitoring Systems, LLC (CMS) to provide 24/7 Sobriety Services in Cascade County 365 days per year without limitations. They will provide twice daily breath testing, SCRAM, PharmChem Drug Patch, urinalysis testing and report participant violations.

TERM: Beginning July 1, 2019, a One-year contract with automatic renewals each year unless written notice of termination is provided at least 120 days prior to expiration of existing term.

AMOUNT: Costs will be paid by participants with no cost to Cascade County.

RECOMMENDATION: Approval of Contract #19-66

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #19-66, Agreement between Cascade County and Compliance Monitoring Systems, LLC for 24/7 Sobriety Program Services.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #19-66, Agreement between Cascade County and Compliance Monitoring Systems, LLC for 24/7 Sobriety Program Services.

**CASCADE COUNTY SHERIFF'S OFFICE**

Jesse Slaughter – Sheriff | Cory Reeves – Undersheriff

3800 Ulm North Frontage Road, Great Falls, Montana 59404 406.454.6820 cascadecountymt.gov

24/7 Participants

New Testing Site: 200 Central Avenue, Suite A, Great Falls, Montana 59401

Effective July 1st, 2019 at 0600hrs, the 24/7 Program will be moving to 200 Central Avenue, Suite A. Compliance Monitoring Systems (CMS) will be providing the 24/7 Sobriety Program services for Cascade County 365/366 days per year, including holidays, without limitations to hours of operation which include daily breath testing; SCRAM; PharmChem Drug Patch and urinalysis testing. CMS will report all participant violations to the appropriate law enforcement agency and/or Court.

24/7 SOBRIETY PROGRAM COST SHEET

SERVICES	COST
PAST Test	\$2.00 per day
SCRAM	\$9.00 to \$9.50 per day
PharmChem Drug Patch	\$65.00 per patch with a one-time \$50.00 administrative fee.
UA Program	Cost is dependent on test performed. Most tests will range between \$15.00 to \$25.00.

24/7 SOBRIETY PROGRAM

AGREEMENT

May 2019

24/7 SOBRIETY PROGRAM AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of JUNE, 2019, by and between, **Cascade County**, a corporate political subdivision of the State of Montana, and **Compliance Monitoring Systems, LLC** (hereinafter referred to as "CMS" or "Contractor"), a Montana domestic limited liability company, of 200 Central Avenue Suite A, Great Falls, Montana 59401.

WITNESSETH

WHEREAS, Cascade County desires to participate in the 24/7 Sobriety Program by designating a Contractor to administer the 24/7 Sobriety Program services in accordance with and in furtherance of the purposes of the Montana 24/7 Sobriety and Drug Monitoring Program Act; and

WHEREAS, Cascade County solicited through a *Request for Proposals* herein incorporated into this Agreement by reference and CMS responded; and

WHEREAS, CMS is a state-wide service provider which provides twice daily breath testing, SCRAM (Secure Continuous Remote Alcohol Monitoring), PharmChem Drug Patch, and urinalysis testing; and

WHEREAS, CMS operates at 200 Central Avenue, Great Falls, Montana and is capable of providing said services to Cascade County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the sufficiency and receipt of which is hereby acknowledged, it is agreed by and between the parties as follows:

1. **Description of Services.** CMS agrees to provide the following 24/7 Sobriety Program services in Cascade County 365/366 days per year including holidays without limitations to hours of operation: (1) twice daily breath testing; (2) SCRAM; (3) PharmChem Drug Patch; (4) urinalysis testing; and (5) report participant violations. Furthermore, the parties agree participants shall be enrolled in the Program using the Montana Department of Justice forms and use the IntoxiTract software system for tracking participants.
2. **Term.** This Agreement will be in effective for the duration of a one-year contract period beginning from the date all parties sign this Agreement. The Agreement will renew automatically each additional year unless written notice of termination is provided by either party at least one hundred twenty (120) days prior to the expiration of the then existing term.
3. **Location.** The parties agree services offered will be provided in Cascade County, Montana and that CMS agrees to provide a facility located in Great Falls, Montana with access to public bus transportation services. Additionally, CMS agrees to perform services via telephone, electronic mail, or at such other places as necessary to carry out the services for the 24/7 Sobriety Program.

4. **Costs.** The parties agree that all costs associated with the 24/7 Sobriety Program will be paid by the participants and that Cascade County will not incur any costs. A *Cost Sheet* containing the list of services and their respective costs are attached hereto as *Exhibit A*.
5. **Background Checks.** The parties agree that CMS employees and agents who are providing 24/7 Sobriety Program services shall be subject to background checks. It is further agreed that the background check may include, but is not limited to, a reference check, criminal history check and active warrant check. The arrest and/or charging with a criminal act, including misdemeanors, may result in such staff being barred from working in the 24/7 Sobriety Program.
6. **Training.** CMS agrees to provide, at their expense, all staff training and certifications, and to maintain training records.
7. **Equipment & Supplies.** CMS agrees to provide and use portable breath tests from Intoxilyzer; provide all other equipment necessary to carry out program services; provide all supplies for all equipment (i.e. breath tubes, calibration tanks, etc.); and keep all equipment calibrated and up-to-date. CMS shall provide copies, postage, office supplies and equipment at their own expense.
8. **Violations.** CMS agrees to report all participant violations within seventy-two (72) hours to the appropriate Cascade County or Great Falls City Attorney's Office. The parties, including the Cascade County Sheriff's Office, agree to work with each other to take participant violators into custody when necessary. CMS agrees to testify in court regarding 24/7 Sobriety Program violations.
9. **Communications.** All communications affecting the terms and conditions of this Agreement, and concerning execution of said Agreement shall be made only between the parties and specifically directed to the designated contacts identified herein, or their equivalent representative or agent.
10. **Insurance and Workers' Compensation.** CMS agrees to maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, and to provide professional liability insurance.

CMS agrees to purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of five hundred thousand dollars (\$500,000.00) per occurrence and one million dollars (\$1,000,000.00) in aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CMS, and its employees, agents, representatives, successors, assigns or subcontractors.

In accordance with MCA §§ 39-71-401 and 39-71-405, CMS agrees to provide workers' compensation insurance for its employees while performing work under this Agreement. CMS agrees to provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. CMS agrees to furnish proof of required insurance to Cascade County prior to commencing work under this Agreement. Cascade County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by Cascade County.

7. **Compliance with Laws and Non-Discrimination.** CMS agrees all hiring must be on the basis of merit and qualifications, and not discriminate against any person who performs work thereunder because of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Further, CMS agrees to comply with all federal, state, and local laws, rules and regulations, including but not limited to, the Americans with Disabilities Act.
8. **Choice of Law.** The parties agree that jurisdiction and proper venue exist in the Eighth Judicial District, Cascade County, Montana located in Great Falls, Montana. This Agreement will be construed under and governed by the laws of the State of Montana.
9. **Taxes.** In the event the Internal Revenue Services ("IRS") should determine CMS is, according to IRS guidelines, an employee subject to withholding and social security contributions, CMS shall acknowledge all payments, if any, to CMS are gross payments and CMS is responsible for all income taxes and social security payments received prior to such IRS determination.
10. **Termination of Contract.** This Agreement may be terminated by either party unilaterally by giving notice of termination in writing at least one hundred twenty (120) days prior to the date of the intended termination.
11. **Modification.** No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and signed by the parties.
12. **Records.** CMS agrees to maintain sufficient records incidental to the performance of this Agreement to enable Cascade County to document the performance of the Agreement. CMS agrees to allow access to those records by the Cascade County Sheriff's Office, the County Attorney's Office, the County Auditor, any independent auditor employed by Cascade County, and to representatives of the state or federal government. Records shall be retained for at least seven (7) years after expiration or termination of the Agreement.
13. **Public Access to Information.** CMS acknowledges that Cascade County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure. Protected information includes information concerning an individual privacy interest, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.
14. **Sovereign Immunity.** Cascade County, and any of its respective divisions of local government, acting through the Cascade County Board of Commissioners does not waive

governmental immunity by entering into this Agreement and specifically retains immunity and all defenses available to them as a local governmental entity under MCA § 2-9-111 and all other state laws.

15. **Indemnification.** CMS shall defend, indemnify, and hold harmless Cascade County, its officers, agents, employees, successors, and assignees from all claims, liabilities, causes of action or judgments, including the costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the CMS, its employees, agents, successors, and assignees. Further, Cascade County shall defend, indemnify, and hold harmless CMS, its employees, agents, successors, and assignees from all claims, liabilities, demands, cause of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Cascade County, its officers, agents, employees, successors, and assignees.
16. **Severability.** If any part of this Agreement is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portions or provisions will remain in effect.
17. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the parties and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter hereof, unless incorporated by reference herein.
18. **Time is of the Essence.** Time is specifically declared to be of essence of this Agreement, and of acts required to be done and performed by the parties.
19. **Successors & Assigns.** This Agreement shall inure to the benefit of and is binding upon any successors and assigns of the parties.
20. **No Third-Party Benefits.** This Agreement is not intended, and shall not be deemed or construed, to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto, except as otherwise provided.
21. **Attorney's Fees.** Should either party reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision herein, including but not limited to instituting any action or proceeding to enforce any provisions herein, for damages by reason of any alleged breach of any provision of this Agreement, for a declaration of such party's rights or obligations hereunder or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the other party for all costs and expenses incurred in connection therewith, including but not limited to reasonable attorney's fees for the services rendered to such prevailing party.
22. **Designated Contacts.** The following named individuals will serve as designated contacts for each of the parties, for all communication regarding the performance of this Agreement:

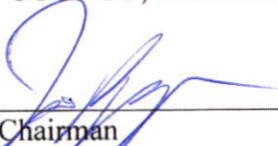
CASCADE COUNTY CONTACT	CMS CONTACT
Cory Reeves, Undersheriff Cascade County Sheriff's Office 3800 Ulm North Frontage Road Great Falls, MT 59404 Phone: (406) 454-6802 Email: creeves@cascaDECOUNTYmt.gov	Jodine S. Tarbert, CEO 200 Central Avenue Suite A Great Falls, MT 59401 Phone: (406) 529-1789 Fax: (888) 855-7964 Email: jodine@compliancemonitoringsystems.com


IN WITNESS WHEREOF, the parties have executed and signed this Agreement as of the date written above.

COMPLIANCE MONITORING SYSTEMS


Jodine S. Tarbert, CEO

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**


Joe Briggs, Chairman


Jim Larson, Commissioner


Jane Weber, Commissioner

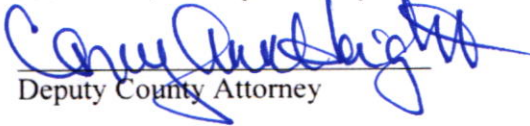
Attest

On this ___ day of _____, 20__, I hereby attest the above-written signatures of Joe Briggs, Jim Larson, and Jane Weber, Cascade County Commissioners.

Rina Moore, Cascade County Clerk and Recorder
(Clerk and Recorder Seal)

* APPROVED AS TO FORM:

Josh Racki, County Attorney


Deputy County Attorney

* The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County. Other parties should not rely on this approval and should seek review and approval by their own respective counsel.

W. J. D. D. D.

EXHIBIT A

24/7 SOBRIETY PROGRAM COST SHEET

SERVICES	COST
PAST Test	\$2.00 per day
SCRAM	\$9.00 to \$9.50 per day
PharmChem Drug Patch	\$65.00 per patch with a one-time \$50.00 administrative fee.
UA Program	Cost is dependent on test performed. Most tests will range between \$15.00 to \$25.00.

June 14, 2019

Agenda Item #2

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Award of Dracut Hill Road Overlay Project

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #19-67

PRESENTED BY: Les Payne, Public Works Deputy Director

SYNOPSIS:

Cascade County Public Works Department hired Big Sky Civil & Environmental, Inc. to perform engineering services related to the planning, design and construction supervision of the reconstruction of Dracut Hill Road Overlay. This project consists of: A 0.2' thick plant mix overlay of approximately 20,300 Lineal Feet (LF) of Dracut Hill Road, seal and cover, paint striping, and other miscellaneous work including dig outs, and select asphalt leveling. Construction bid packet availability was published in the Great Falls Tribune on May 5, and May 12, 2019. Hard copies were available at the office of Big Sky Civil & Environmental, Inc. located at 1324 13th Ave SW, Great Falls, MT 59403. Sealed bids were due on Monday May 20, 2019 at 1:00 pm in the Cascade County Commissioners Office. Bids were then publicly opened and read aloud. Only one bid was provided, from United Materials of Great Falls, MT.

RECOMMENDATION:

Big Sky Civil and Cascade County Staff, after reviewing the bid package from United Materials of Great Falls, recommends that the Board of County Commissioners award the contract to United Materials of Great Falls, MT, for the Dracut Hill Road Overlay Project, for the total cost of \$837,597.83. The engineering estimate for this project was \$913,809.79. Part of this project will be paid for with the BARSA funding (\$157,791.17) the remainder will be out of the road and bridge funding for pavement preservation.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chairman, I move Cascade County Commission **APPROVE** Contract #19-67 bid proposal from United Materials, for the reconstruct of Dracut Hill Road, for a total cost of \$837,597.83 and instruct staff to complete the contracting process."

MOTION TO DISAPPROVE:

"Mr. Chairman, I move Cascade County Commission **DISAPPROVE** Contract #19-67 bid proposal from United Materials, for the reconstruct of Dracut Hill Road."



May 20, 2019

Mr. Brian Clifton, PWD
Cascade County
121 4th St N, Suites 2H-2I
Great Falls MT 59401

RE: Award Recommendation – Dracut Hill Road Overlay Project

Dear Brian,

Big Sky Civil & Environmental (BSCE) reviewed and considered the bid package for the aforementioned project. We tabulated the bid and verified unit bid items and total costs. There were no mathematical errors, meaning the bid total as read aloud during the 5/20/19 public bid opening was accurate.

The lone bidder submitted their bid in accordance with the Project Manual requirements. United Materials of Great Falls, Inc. submitted the lowest bid at \$837,597.83 for the Schedule I work.

BSCE contacted Montana's Department of Labor & Industry and found that, at the time of bidding, United Materials is properly registered and is not included on the debarred list of the Federal Excluded Parties List.

BSCE hereby recommends that award be made to United Materials of Great Falls, Inc. for the project. BSCE will prepare a Notice of Award for the County's signature following your review and concurrence. We will then formally issue the Award and the unsigned Agreement, together with a request that the Contractor sign the Agreement and obtain the required certificates of insurance, Payment Bond, and Performance Bond.

Attached hereto are the Certified Bid Tabulations and completed Bid Recorder's Sheet. Please note, the Engineer's Estimate shown within the Bid Opening Checklist does not match the Engineer's Estimate included in the bid tabulations as Item #111 was added to the Engineer's estimate on the bid tabulation.

If you have any questions, please feel free to call us at (406) 727-2185.

Respectfully,

Kevin May, P.E.
Big Sky Civil & Environmental, Inc.

encl.

19AF - Dracut Hill Road Overlay Project

Engineer's Certification:

Date: 5/20/19



Schedule I

Item No.	Item	Est. Quantity	Unit	United Materials of GF		Engineer's Estimate*	
				Unit Price	Total	Unit Price	Total
101	Mobilization	1	LS	\$ 39,175.00	\$ 39,175.00	\$ 77,505.11	\$ 77,505.11
102	Traffic Control	1	LS	\$ 28,000.00	\$ 28,000.00	\$ 54,253.58	\$ 54,253.58
103	Shoulder Prep	7.8	MI	\$ 1,350.00	\$ 10,530.00	\$ 1,250.00	\$ 9,750.00
104	Sweep & Broom	7.8	MI	\$ 1,500.00	\$ 11,700.00	\$ 1,500.00	\$ 11,700.00
105	Cold Milling	302.5	SY	\$ 16.00	\$ 4,840.00	\$ 27.50	\$ 8,318.75
106	AC Surfacing	6377	TON	\$ 78.00	\$ 497,406.00	\$ 67.00	\$ 427,259.00
107	Pavement Markings	92.5	GAL	\$ 82.00	\$ 7,585.00	\$ 78.00	\$ 7,215.00
108	Emulsified Asphalt Tack	2521.5	GAL	\$ 3.75	\$ 9,455.63	\$ 3.50	\$ 8,825.25
109	Shoulder Gravel	118	TON	\$ 35.00	\$ 4,130.00	\$ 80.00	\$ 9,440.00
110	Digout	849.1	SY	\$ 54.00	\$ 45,851.40	\$ 65.00	\$ 55,191.50
111	Digout - Additional Depth	140	CY	\$ 78.00	\$ 10,920.00	\$ 50.00	\$ 7,000.00
112	Seal & Cover	47152	SY	\$ 1.65	\$ 77,800.80	\$ 2.05	\$ 96,661.60
113	Skim Patch	552	TON	\$ 152.00	\$ 83,904.00	\$ 245.00	\$ 135,240.00
114	Survey Monument Box	1	LS	\$ 1,300.00	\$ 1,300.00	\$ 450.00	\$ 450.00
115	Miscellaneous Bid Items	5000	EA	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
Total					\$ 837,597.83		\$ 913,809.79

*Note: Engineer's estimate based on bid tabs from recently completed 40th Ave. S. & South Manchester overlay projects.

Bid Opening Checklist
Dracut Hill Road Overlay Project
1:00 p.m., May 20, 2019

(1)	(2)	(3)	(4)	(5)	(6)	(7)
CONTRACTOR NAME, ADDRESS AND REGISTRATION NUMBER ON COVER	Bound Contract Document in Bid Package (Y/N)	10% Bid Bond enclosed (Y/N)	Aff. of non- collusion signed (Y/N)	Cert of non-segregated facilities signed (Y/N)	Acknowledge receipt of all addenda on bid form and/or envelope (Y/N)	Schedule I Bid Amount
United Materials of Great Falls, Inc. PO Box 1690 GF, MT 59403 Reg #5498	N/A	Y	Y	Y	N/A	\$837,597.83
	N/A				N/A	
	N/A				N/A	
	N/A				N/A	
	N/A				N/A	
	N/A				N/A	
	N/A				N/A	
Estimate	N/A	N/A	N/A	N/A	N/A	\$915,736.89

SECTION 00100

INVITATION TO BID

Separate sealed bids for construction of the **Cascade County – Dracut Hill Road Preventative Maintenance Overlay Project** will be received at the office of Cascade County Commission Chambers, 325 2nd Ave North #111, Great Falls, MT 59401 until **1:00 p.m. local time on May 20, 2019**, and then publicly opened and read aloud.

The project consists of: **A 0.2' thick plant mix overlay of approximately 20,300 Lineal Feet (LF) of Dracut Hill Road, seal and cover, paint striping, and other miscellaneous work including digouts and select asphalt leveling.** Contractor shall have the required qualifications in order to bid this project.

The Contract Documents consisting of Drawings and Project Manual may be examined or obtained at the office of Big Sky Civil & Environmental, Inc., 1324 13th Ave SW, Great Falls, MT (406-727-2185) in accordance with Article 2.01 of Instructions to Bidders. Electronic contract documents are available upon request.

There will not be a Pre-Bid Conference for this project.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana, 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as required by the laws of the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Cascade County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided.

Award of this project will be contingent upon receiving concurrence from the Cascade County Commission. No bid may be withdrawn after the scheduled time for the public opening of bids stated above.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of Cascade County. Cascade County is an Equal Opportunity Employer.

Published at Great Falls, Montana, this _____ day of _____, 2018.

1st Publication date: May 5, 2019

2nd Publication date: May 12, 2019

Great Falls Tribune

Brian Clifton

Cascade County Public Works Director

121 4th St. N, Suite 2H/I

Great Falls, MT 59401

GREAT FALLS TRIBUNE

PART OF THE USA TODAY NETWORK

Order Confirmation for Ad #: 0003533658

Customer: CAS CTY COMMISSIONERS
Address: 325 2ND AVE N STE 111
 GREAT FALLS MT 59401 USA
Acct. #: FAL-003313
Phone: 4064546711

CAS CTY COMMISSIONERS

Ordered By: Kevin May

Order Start Date: 05/05/2019

Order End Date: 05/12/2019

Tear Sheets	Affidavits	Blind Box	Promo Type	Materials	Special Pricing	Size
0	1					1 X 0.00
Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due	
\$198.00	\$0.00	\$198.00	Invoice	\$0.00	\$198.00	

Ad Order Notes:

Sales Rep: mrome

Order Taker: mrome

Order Created 04/29/2019

Product	# Ins	Start Date	End Date
FAL-gftribune.com	2	05/05/2019	05/12/2019
05-05-19, 05-12-19, FAL-GreatFallsTribune	2	05/05/2019	05/12/2019
05-05-19, 05-12-19,			

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

**SECTION 00100
INVITATION TO BID**

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There will not be a Pre-Bid Conference for this project.

CONTRACTOR and any of the CONTRACTOR'S subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, P.O. Box 8011, 1805 Prospect, Helena, Montana, 59604-8011. Information on registration can be obtained by calling 1-406-444-7734. All laborers and mechanics employed by CONTRACTOR or subcontractors in performance of the construction work shall be paid wages at rates as required by the laws of the state of Montana. The CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Cascade County, in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided.

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The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid which is in the best interest of Cascade County. Cascade County is an Equal Opportunity Em-

prover.
Published at Great Falls,
Montana, this 5th day of May,
2019.

Brian Clifton
Cascade County Public Works
Director
121 4th St. N, Suite 2H/I
Great Falls, MT 59401

(3533658) 5/5, 5/12.

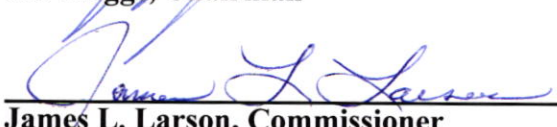
MNAXLP

**Award:
Dracut Hill Road Overlay Project
United Materials of GF**

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James L. Larson, Commissioner



Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

Attest

**On this 14th day of June, 2019, I hereby attest the above-written signatures of
Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**



DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

SECTION 00500

AGREEMENT

This Agreement is dated the _____ day of _____ in the year 2019 by and between the **Cascade County Board of Commissioners** hereinafter called OWNER and **United Materials of Great Falls, Inc.** hereinafter called CONTRACTOR. OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as **the preventative maintenance overlay with seal and cover on Dracut Hill Road**. The location(s) where the Work is to be performed are hereinafter referred to as "the Site". The Work includes all associated traffic control, clearing/grubbing, plant mix surfacing, seal & cover, striping, and other incidental work thereto as further described on the construction drawings.

Article 2. THE PROJECT:

2.01 The Project for which Work under these Contract Documents shall be performed is described as **Preventative Maintenance Plant Mix Overlay with Seal and Cover on Dracut Hill Road**.

Article 3. ENGINEER:

3.01 The Project has been designed by Big Sky Civil & Environmental, Inc., 1324 13th Avenue SW, P.O. Box 3625, Great Falls, MT 59403, hereinafter referenced as the ENGINEER and who is to assume duties and responsibilities and have rights and authority assigned to ENGINEER in the Contract Documents for the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME:**4.01 Time of the Essence.**

A. All the limits for milestones, if any, Substantial Completion, completion and readiness for final payment, as stated in the Contract Documents, are of essence of the Contract.

4.02 Days to achieve Substantial Completion.

A. The Work will be substantially completed within **60 calendar days** after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein).

4.03 Liquidated damages.

A. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** of this Agreement; and if the Work is not substantially complete within the times specified in

paragraph 4.02 above, plus any extensions thereof allowed by OWNER, OWNER shall suffer loss. The parties also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Two Hundred Dollars (\$200.00)** for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions. (Reference: "Standard General Conditions of the Construction Contract" – Document EJCDC C-700 as set forth in the Montana Public Works Standard Specifications – 6th Edition/Article 9.01A6 herein).

Article 6. PAYMENT PROCEDURES:

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment on a periodic basis. The date by which Application for Payment is to be submitted will be defined at the Preconstruction Conference. Applications for Payment will be reviewed and approved by ENGINEER before payment is issued. ENGINEER will review Application for Payment and submit comments and/or recommendations to OWNER within 10 working days after Application for Payment is received by ENGINEER.

6.02 Progress Payments; Retainage:

A. OWNER will make progress payments in accordance with the Contract Price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the quantity of each bid item completed multiplied times the Unit Bid Price shown on the Bid Form for that item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine reasonable.

a. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered to the Site, suitably stored and accompanied by documentation satisfactory to OWNER).

2. Upon Substantial Completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR.

6.03 Final Payment: Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

Article 7. INTEREST:

7.01 All moneys not paid when due will bear interest at the rate allowed by law in the state of Montana.

Article 8. CONTRACTOR'S REPRESENTATIONS:

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, (including all Addenda and all other related data identified in the Bidding Documents).

B. CONTRACTOR has visited the Site and has become familiar with and satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS:

9.01 Contents

A. The Contract Documents consist of the entire contents of the Project Manual and the Project Drawings, and include the following:

1. This Agreement (pages 1 to 8);
2. Bid Bond
3. Payment & Performance Bonds
4. Certificate(s) of Insurance
5. Invitation to Bid
6. Instructions to Bidders
7. Special Provisions
8. Prevailing Wage Rates
9. Specifications as listed in the table of contents of the Project Manual (which include, by reference, Montana Public Works Standard Specifications and Standard Drawings);
10. Drawings, consisting of sheets numbered 1 through 15 with each sheet bearing the Project title: **Overlay Dracut Hill Road.**
11. Addenda (numbers __ to __, inclusive);
12. Exhibits to this Agreement, as applicable:
 - a. CONTRACTOR's Executed Bid Proposal;
 - b. Documentation submitted by Contractor prior to Notice of Award (pages __ to __);
 - c. Notice of Award (page 1);
 - d. Notice to Proceed (page 1);
 - e. Certificate of Substantial Completion (page 1);
13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A. are attached to the Agreement (except as expressly noted otherwise). There are no Contract Documents other than listed in Article 9.

Article 10. DISPUTE RESOLUTION

The Parties agree that all disputes relating to or arising from (a) the construction of the Project OR (b) the negotiation, interpretation or enforcement of any term of this Agreement shall be determined between them as follows:

- A. The disputes shall first be submitted to non-binding mediation before a neutral mediator selected pursuant to the provisions set forth in paragraph B(i) below.
- B. If the mediation conducted pursuant to paragraph A above does not resolve all such disputes between the parties, the unresolved disputes shall be submitted to final, binding arbitration conducted pursuant to the Montana Uniform Arbitration Act [M.C.A. §27-5-111 *et seq.*]. Any party may institute an arbitration proceeding pursuant to this Agreement by serving on all other Parties a written demand for arbitration, served at their addresses set forth in this Agreement. Each other party shall respond to the demand for arbitration in writing 20 days after the demand is deemed served, with the response to be served to the same addresses. If either party fails to timely respond to the demand for arbitration within the 20-day period, then that party shall be deemed to have consented to final, binding arbitration pursuant to this Agreement. With respect to any such arbitration proceedings, the following procedures shall control and shall supersede any contrary provisions of the Montana Uniform Arbitration Act:
 - (i) Within 40 days after the initial demand for arbitration is served, each party shall submit to each other party the names and addresses of three proposed arbitrators, who may but need not reside in Montana. The proposed arbitrator receiving the largest number of designations shall be the arbitrator selected to arbitrate the dispute. If an arbitrator is not selected pursuant to the provisions of the immediately preceding sentence, then the Montana District Court located in Cascade County shall select an arbitrator from the list of arbitrators proposed by all parties. Any litigation related to the arbitration proceeding may only be venued in said court.
 - (ii) The Montana Rules of Civil Procedure and Montana Rules of Evidence shall govern the arbitration proceedings, except as follows:
 - (a) Discovery shall be limited to (i) no more than 25 written interrogatories (including subparts), (ii) no more than 25 requests for production (including subparts), and (iii) no more than 10 hours of depositions [total for all witnesses] conducted by each party.
 - (b) The arbitrator shall issue a written decision which summarizes the facts and law upon which his/her decision is based, as required when a District Court rules upon a motion for summary judgment

which is appealable as set forth in Rule 52(a), M.R.Civ.P. Formal findings of fact and conclusions of law, as required after contested nonjury trials, shall not be required.

(iii) Any decision of the arbitrator may only be appealed on the grounds authorized by the Montana Uniform Arbitration Act, and the decisions interpreting that Act.

(iv) Except as provided above, all provisions of the Montana Uniform Arbitration Act shall govern any arbitration conducted pursuant to this Agreement.

Article 11. MISCELLANEOUS:

11.1 Terms.

A. Terms used in this Agreement which are defined in the Special Provisions will have the meanings indicated in the Special Provisions.

11.2 Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.3 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.4 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed two (2) copies of the Agreement, one (1) counterpart has been delivered to OWNER, one (1) to CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the effective date of the Agreement).

STATE OF MONTANA)
County of Cascade) :SS

This instrument was signed or acknowledged before me on this 6th day of June, 2019, by
Lonnie G. Anderson

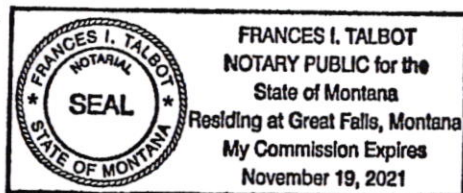
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Frances I. Talbot
(print name)

Frances I. Talbot

Notary Public for the State of Montana
Residing at Great Falls
My Commission expires: November 19, 2021

(NOTARIAL SEAL)



CONTRACTOR:

United Materials of Great Falls, Inc.

By [Signature]
(Signature)

CONTRACTOR Registration No. 5498


Agent for service of process:

(CORPORATE SEAL)

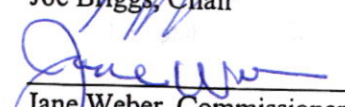
CONTRACT

19-67


BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA



Joe Briggs, Chair



Jane Weber, Commissioner



James Larson, Commissioner

ATTEST

On this _____ day of _____, 20____, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore,
Cascade County Clerk and Recorder

END OF SECTION 00500

Exhibit A

SECTION 00300

BID FORM

PROJECT IDENTIFICATION:

Preventative Maintenance Plant Mix Overlay
with Seal & Cover on Dracut Hill Road

CONTRACT IDENTIFICATION & NUMBER: 19AF

THIS BID IS SUBMITTED TO:

Cascade County Board of Commissioners
325 2nd Avenue North, #111
Great Falls, MT 59401

- 1.01** The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instruction to Bidders, including without limitations, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged the following Addenda:

Addendum No.

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions, and reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

The Bidder certifies that no official of the OWNER, ENGINEER or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

- 5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE SCHEDULE
Dracut Hill Road Overlay Project
Cascade County, Montana

Schedule I - Dracut Hill Road (Stations 0+15 to 203+39)

Item No.	Est. Quantity	Unit	Name of Pay Item With Unit Bid Price Written In Words	Unit Price	Amount Bid
101	1	L.S.	Mobilization		
			at <u>THIRTY NINE THOUSAND ONE HUNDRED SEVENTY FIVE DOLLARS</u> /unit	<u>\$39,175.⁰⁰</u>	<u>\$39,175.⁰⁰</u>
102	1	L.S.	Traffic Control		
			at <u>TWENTY EIGHT THOUSAND DOLLARS</u> /unit	<u>\$28,000.⁰⁰</u>	<u>\$28,000.⁰⁰</u>
103	7.8	Mile	Shoulder Preparation		
			at <u>ONE THOUSAND THREE HUNDRED FIFTY DOLLARS</u> /unit	<u>\$1,350.⁰⁰</u>	<u>\$10,530.⁰⁰</u>
104	7.8	Mile	Sweep & Broom (Interim & Final)		
			at <u>ONE THOUSAND FIVE HUNDRED DOLLARS</u> /unit	<u>\$1,500.⁰⁰</u>	<u>\$11,700.⁰⁰</u>
105	302.5	S.Y.	Cold Milling		
			at <u>SIXTEEN DOLLARS</u> /unit	<u>\$16.⁰⁰</u>	<u>\$4,840.⁰⁰</u>
106	6,377	Ton	AC Surfacing		
			at <u>SEVENTY EIGHT DOLLARS</u> /unit	<u>\$78.⁰⁰</u>	<u>\$497,406.⁰⁰</u>
107	92.5	Gal.	Pavement Markings		
			at <u>EIGHTY TWO DOLLARS</u> /unit	<u>\$82.⁰⁰</u>	<u>\$7,585.⁰⁰</u>
108	2,521.5	Gal.	Emulsified Asphalt Tack		
			at <u>THREE DOLLARS AND SEVENTY FIVE CENTS</u> /unit	<u>\$3.75</u>	<u>\$9,455.⁴³</u>
109	118	Ton	Shoulder Gravel		
			at <u>THIRTY FIVE DOLLARS</u> /unit	<u>\$35.⁰⁰</u>	<u>\$4,130.⁰⁰</u>
110	849.1	S.Y.	Digout (3" AC, 9" CBC)		
			at <u>FIFTY FOUR DOLLARS</u> /unit	<u>\$54.⁰⁰</u>	<u>\$45,851.⁴⁰</u>
111	140	C.Y.	Digout - Additional Depth		
			at <u>SEVENTY EIGHT DOLLARS</u> /unit	<u>\$78.⁰⁰</u>	<u>\$10,920.⁰⁰</u>
112	47,152	S.Y.	Seal & Cover		
			at <u>ONE DOLLAR AND SIXTY FIVE CENTS</u> /unit	<u>\$1.65</u>	<u>\$77,800.⁸⁰</u>
113	552	Ton	Skim Patch		
			at <u>ONE HUNDRED FIFTY TWO DOLLARS</u> /unit	<u>\$152.⁰⁰</u>	<u>\$83,904.⁰⁰</u>
114	1	L.S.	Survey Monument Box		
			at <u>ONE THOUSAND THREE HUNDRED DOLLARS</u> /unit	<u>\$1,300.⁰⁰</u>	<u>\$1,300.⁰⁰</u>

115 5,000 Each Miscellaneous Bid Items
at ONE DOLLAR /unit \$1.00 \$5,000

SCHEDULE I WORK SUBTOTAL \$ 837,597.⁸³

EIGHT HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED NINETY SEVEN DOLLARS
(SUBTOTAL AMOUNT WRITTEN IN WORDS) AND EIGHTY THREE CENTS

- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01 The following documents are attached to and made a condition of the Bid:
- A. Required Bid security in the amount of 10% of the maximum Bid price including alternatives, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.
 - B. Affidavit of Non-Collusion.
 - C. Compliance Statement for Non-Segregated Facilities.
- 8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on May 20, 2019
(Date)

Montana Contractor's Registration # (if any) 5498

Employer's Tax ID No. 81-0406935

If BIDDER is:

An Individual: _____
(Name typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

Business Address: _____

Phone No.: _____ FAX No: _____

A Corporation: United Materials of Great Falls, Inc.

(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): General Business

By: Lonnie G. Anderson Lonnie G. Anderson

(Signature of person authorized to sign)

Title: President

Attest: Frances I. Talbot Frances I. Talbot

(Signature)

Business Address: P.O. Box 1690

Great Falls, MT 59403-1690

Phone No.: 406-453-7692

FAX No: 406-727-9040

Date of Qualification To Do Business Is: 1/1/83

(Corporate Seal)



UNITMAT-03

SPAULSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Great Falls Office
PayneWest Insurance, Inc.
405 3rd Street NW, Third Floor
Great Falls, MT 59404

CONTACT
NAME:
PHONE
(A/C, No, Ext): (406) 761-1160 FAX
(A/C, No): (406) 452-1172
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

United Materials of Great Falls, Inc
PO Box 1690
Great Falls, MT 59403-1690

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP0895192	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0895192	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CPP0895192	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Following Form \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CPP0895192	1/1/2019	1/1/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Preventative Maintenance Plant Mix Overlay with Seal & Cover on Dracut Hill Rd - Project Number 19AF

CERTIFICATE HOLDER

Cascade County Board of Commissioners
325 2nd Ave North, #111
Great Falls, MT 59401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



MONTCON-09

JMCMILLAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Billings Office PayneWest Insurance, Inc. P.O. Box 30638 Billings, MT 59107-0638		CONTACT NAME: PHONE (A/C, No, Ext): (406) 238-1900 FAX (A/C, No): (406) 245-9887 E-MAIL ADDRESS:		
INSURED United Materials of Great Falls, Inc A Member of the MCCF PO Box 1690 Great Falls, MT 59403-1690		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Safety National Casualty Corporation		15105
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Workers Compensation			SP4059683	1/1/2019	1/1/2020	Coverage A Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to the terms and conditions of the policy as issued by the Insurance Company. SIR for Work Comp \$1,000,000 per occurrence. Covers Montana State Resident Employees. All claims are administered by the Montana Contractor Compensation Fund (MCCF).

Preventative Maintenance Plant Mix Overlay with Seal and Cover on Dracut Hill Rd

CERTIFICATE HOLDER


CANCELLATION

Cascade County Board of Commissioners
325 2nd Ave N Rm 111
Great Falls, MT 59401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman



James L. Larson, Commissioner



Jane Weber, Commissioner

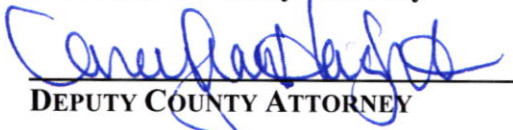
Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

Attest

**On this 14th day of June, 2019, I hereby attest the above-written signatures of
Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**



DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

June 14, 2019

Agenda #3

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **ADC Cat Walk Extension of 144'**

INITIATED BY: **Cascade County Public Works Department**

ACTION REQUESTED: **Approval of Contract #19-68**

PRESENTED BY: **Les Payne, Public Works Deputy Director**

SYNOPSIS:

The Cascade County Public Works Department, and the Adult Detention Center, went out for quotes to extend the existing 144' Cat Walk, located at the roof of the Great Falls Adult Detention Center. During this process we received three (3) quotes, One from Gerbers of Great Falls, Inc, located in Great Falls MT, for a total cost of \$45,000.00, the second quote from Bench Industries, of Great Falls MT, for a total cost of \$22,000.00, and the third quote from Specialty Iron Works of Great Falls MT, for a total cost of \$17,590.00. Public Works Staff, and Adult Detention Center have reviewed all quotes in full.

RECOMMENDATION:

After reviewing the quote from Specialty Iron Works, and receiving recommendations from the staff at the Adult Detention Center, staff recommends that the Board of County Commissioners award this contract to Specialty Iron Works, located at 5 57th Street South Great Falls, Mt 59405, for the extension of 144' of Cat Walk, located at the Adult Detention Center, located on the roof, for the total price of \$17,590.00.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #19-68: bid proposal from Specialty Iron Works, to extend 144' of Cat Walk on the roof, of the Adult Detention Center, for a total project cost of \$17,590.00, and instruct staff to complete the process."

MOTION TO DISAPPROVE:

"Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract #19-68: bid proposal from Specialty Iron Works, to extend 144' of Cat Walk on the roof, of the Adult Detention Center, for a total project cost of \$17,590.00."

PURCHASE & INSTALLATION AGREEMENT

This Purchase & Installation Agreement ("Agreement"), made and entered into this 14th day of June, 2019, by and between Specialty Iron Works, Inc. ("Supplier"), a Montana domestic profit corporation, located at 5 57th Street South, Great Falls, Montana 59405, and Cascade County ("Purchaser"), a local government created and existing pursuant to the laws of Montana, located at 325 2nd Avenue North, Great Falls, Montana, 59401.

WITNESSETH:

WHEREAS, the Purchaser desires to purchase and install a catwalk on the roof of the Cascade County Detention Center located at 3800 Ulm North Frontage Road, Great Falls, Montana; and

WHEREAS, Supplier is in the business of selling and installing rooftop catwalk systems and accessory equipment (hereinafter referred to as "Equipment"); and

WHEREAS, the Purchaser requested a quote for the purchase of and installation of said Equipment, and Supplier submitted a quotation herein incorporated by reference dated May 23, 2019 offering to sell, install, and paint said Equipment; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the terms set forth in this Agreement, the parties agree as follows:

1. **AGREEMENT.** Supplier hereby agrees to sell, convey and transfer to Purchaser all rights, title and interest in and unto the Equipment described above, and install and paint said Equipment on the roof of the Cascade County Detention Center black.
2. **SCOPE OF WORK.** The catwalk system will include, but is not limited to, installation of approximately 144 feet of catwalk with railing, plus a 9 foot landing for ingress and egress and all accessory equipment needed to complete the catwalk system.
3. **DURATION & TIME OF WORK.** Supplier agrees that the duration of the project will take as long as reasonably necessary to complete the project. All work will be conducted during normal business hours.
4. **PURCHASE PRICE.** Subject to the terms of this Agreement, the Purchaser hereby orders and purchases from the Supplier, and the Supplier agrees to sell and provide to the Purchaser, the Equipment and related installation services for the sum of \$17,590.
5. **BOND.** The performance bond requirements for building or construction projects are waived pursuant to MCA § 18-2-201(4).
6. **SCHEDULE & DELIVERY.** Delivery of the Equipment shall be by common carrier. The Supplier shall notify the Purchaser of delivery particulars in advance of delivery, as may be required by the Purchaser. The parties shall agree upon a schedule to perform all work during normal daylight hours.
7. **ACCEPTANCE.** Upon acceptance by Purchaser of the Equipment, which acceptance shall be identified by Purchaser taking possession of the Equipment following proper

installation by the Supplier, such acceptance shall acknowledge that the Equipment is in good working order and condition.

8. **INSTALLATION.** The Supplier shall install the Equipment at the delivery site on the date Supplier notified Purchaser of delivery and schedule as set forth above. The Purchaser shall make available to the Supplier free and clear access to area. The parties agree that installation shall include painting the Equipment black.

9. **TITLE TO EQUIPMENT.** Supplier represents that it owns all Equipment described herein free and clear and that such Equipment is free of all liens.

10. **RISK OF LOSS.** All risks of damage to or loss of the Equipment until delivery of the Equipment to the Purchaser shall be assumed by the Supplier.

11. **MAINTENANCE AND REPAIR.** All maintenance and repair costs to the equipment shall be paid by Purchaser and Supplier is hereby relieved from any responsibility to maintain or repair said equipment, unless said Equipment is covered by any warranty discussed below.

12. **WARRANTIES.** Supplier is responsible to ensure the completed catwalk system is constructed with quality workmanship.

13. **INDEMNIFICATION.** Purchaser shall indemnify, protect and hold harmless the Supplier, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of the equipment, regardless of where, how and by whom operated. Purchaser shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise.

14. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Montana. Venue shall be the Eighth Judicial District, Cascade County, Montana. Each party will be responsible for their own attorney fees and costs.

15. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties. There are no other courses of dealing, understanding, agreements, representations or warranties, written or oral, except as set forth herein. This Agreement may not be amended or modified, except by a written agreement signed by all parties hereto.

16. **SEVERABILITY.** Any provision of this Agreement that is held void or invalid, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

17. **WAIVER.** Failure of either party to enforce any of the provisions herein shall in no way be construed to be a waiver of such provisions. Such failure shall not in any way affect the right of a party to thereafter enforce each and every provision of the Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of any provision of this Agreement.

CONTRACT

19-68

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date appearing beside their respective signatures.

SUPPLIER:

SPECIALTY IRON WORKS, INC
Name of Supplier

Steve A Benjamin
Authorized Signature

STEVE A BENJAMIN
Printed Name

PRESIDENT
Title

STATE OF MONTANA)

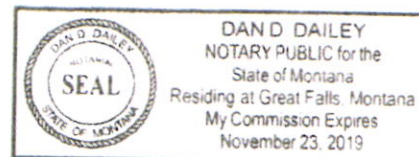
1:55

County of CASCADE)

This instrument was signed or acknowledged before me by STEVE BENJAMIN a representative of Specialty Iron Works, Inc. on this 28 day of MAY 2019.

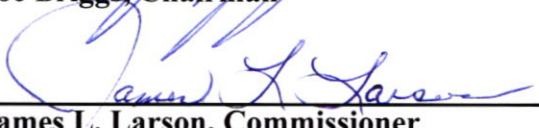
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of MONTANA
Residing at GREAT FALLS
My Commission expires: NOV. 23, 2019



**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

Attest

**On this 14th day of June, 2019, I hereby attest the above-written signatures of
Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.**

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:
Josh Racki, County Attorney**



DEPUTY COUNTY ATTORNEY

*** THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.**

CHANGE OF CASCADE COUNTY FACILITY REQUEST

Instructions: Fill out the form except for approval signatures. Meet with the Public Works Director or assigned employee regarding request and obtain estimate. When all necessary information has been obtained, a meeting will be scheduled to discuss changes and costs with the appropriate officials. When commissioners grant approval, the Public Works Director will implement the approved changes. Commissioners and Financial Officer approval will only be required if estimated cost is greater than \$500.00 and/or significant structural change or alteration to a county building will occur.

OFFICE USE ONLY:

Facility Request Reference# _____

DATE OF REQUEST 5/28/19

NAME OF REQUESTOR Cory Reeves

TITLE Undersheriff

BUILDING TO BE CHANGED ADC

ADDRESS 3800 Wlm N. Frontage

DESCRIBE IN DETAIL REQUESTED CHANGES AND WHY: finish catwalk

LIST COSTS ASSOCIATED WITH CHANGES, ATTACH ANY BID QUOTES ETC. \$17,590.00

DO YOU HAVE BUDGET AUTHORITY FOR COST OF CONSTRUCTION/ALTERATION? ☒ YES ☐ NO

ACCOUNT TO BE CHARGED: _____

ARE THERE CITY/STATE BUILDING PERMIT REQUIREMENTS? ☐ YES ☒ NO

IS AN ARCHITECT AND/OR AN ENGINEER'S SERVICES REQUIRED? ☐ YES ☒ NO

DEPARTMENT HEAD SIGNATURE [Signature] DATE: 5/28/19

IT DIRECTOR SIGNATURE _____ DATE: _____

FINANCIAL OFFICER SIGNATURE _____ DATE: _____

PUBLIC WORKS DIRECTOR SIGNATURE [Signature] DATE: 5-28-19

COUNTY COMMISSIONER SIGNATURE _____ DATE: _____

COUNTY COMMISSIONER SIGNATURE _____ DATE: _____

COUNTY COMMISSIONER SIGNATURE _____ DATE: _____



5 57th Street South Great Falls, MT 59405

(406) 452-3672

(406) 452-5995 fax

SINCE 1987

QUOTATION

Cascade County
Les Payne – 788-0716
lpayne@casadecountymt.gov

DATE	QUOTE No.
5-23-19	001

RE: Catwalk on roof of Cascade County Detention Center

DESCRIPTION

The installed and painted (black) price for 144' of catwalk plus the 9' landing at door would be \$17,590. The concrete pads to be re-positioned by others. Please allow 3-4 weeks from "Notice to Proceed" and Purchase Order.

The materials will be as follow:

- 2 base rails: L3x3x3/16
- Cross-members at ends: L3x3x3/16
- Mid cross-members: L2x2x1/8
- Grip Strut-1-1/2 x 14 ga – 5 diamond (11-3/4") galvanized
- Support legs: Pipe 1-1/4 sch 40 with cap on top and FB 1/4x3x3 base plate
- Support leg sleeves: TS 2x2x.120 with 2) #12 tek screw each to attach support legs
- Railing posts: TS 1-1/2 x 1-1/2 x .120
- Railing horizontal rails (top and mid): TS 1-1/2 x 1-1/2 x .083
- Splice plates: FB 1/4 x 3 x 4 with 4) #12 tek screws each to connect rails near top
- Paint surface prep: SSPC-SP3 with a wipe down with MS251
- Paint: PPG ALK-200 w/ hardener

Thanks for the chance to quote this project!

Steve Benjamin

* * * THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT * * *

NOTES:	No engineering fees, permits, or taxes, if any, are included. This quotation expires in 20 days.
TERMS:	100% due upon invoice/completion date; and an additional .0484% per day (18% annual rate) late charge, due for each day after 30 days.

Accepted by :

Dated :

Authorized Signature

Bench Industries

P.O. Box 3167

Great Falls MT 59403

1-800-977-6514 • (406) 727-6514 phone • (406) 727-0016 fax

Email • info1@benchindustries.com Website • www.benchindustries.com

Less Payne

This is a NOT TO EXCEED quote. If I can get it done cheaper I will only charge what I have in it.

For the short section we talked about continuing the straight run I figured approximately 144 ft and for that section will be \$22,000 installed.

For the long section around the building I figured 726 ft and that one will be \$108,900 installed.

These cat walks are for the same design and using grip strut like what we have already installed.

Dwane Blankenship
Project Manager
406-868-2460
dwane@benchindustries.com

Dwane Blankenship_____

Gerbers of Montana, Inc.

427 2nd Street S. • P.O. Box 1473 800 227 2203

Great Falls, Montana 59405/59403 406 727 2203

Quotation

Quote Cascade County Public Works De
To: 279 Vaughn South Frontage Road
Great Falls, MT 59404
United States


Quote Number:	10246	Contact:
Quote Date:	05/22/19	Inquiry:
Customer:	CASCCOPW	Expires: 06/21/19
Salesman:	UNKNOWN....	Terms: Net 30 Days
Ship Via:	UPS	Phone: (406) 454-6913
		FAX:
		Delivery: 13 WEEKS ARO

Thank you for the opportunity to submit this quote. All prices and term are valid for 30 days from the date of this quote.

Part Number

<u>Item</u>	<u>Description</u>	<u>Revision</u>	<u>Quantity</u>	<u>Price</u>
1	FABRICATE WALK SYSTEM AT CASCADE COUNTY DETENTION CENTER. WORK TO BE DONE INCLUDES: FABRICATING (11) 10' SECTIONS (1) 11'-2" SECTION (1) 4'X12' DOOR PLATFORM PRIMED, PAINTED AND INSTALLED NO LATER THAN 8/23/19		1	\$45,000.0000 /EA

Total: \$45,000.00


By Neil Wilson
Gerbers of Montana, Inc

June 14, 2019

AGENDA #4

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Hearing for the Staff Report for Preliminary Plat Approval for The Ranches at Belt Creek Phase 3 Major Subdivision
INITIATED BY	Trophy Property Developers, Inc
SUBJECT	Major Subdivision Preliminary Plat, The Ranches at Belt Creek Phase 3, located in Sections 18 & 19, Township 18 North, Range 7 East P.M.M. Cascade County, Montana
EXISTING ZONING	Agricultural (A)
ACTION REQUESTED	Preliminary Plat Approval of The Ranches at Belt Creek Phase 3 Major Subdivision
PURPOSE	To create nineteen (19) lots
SURROUNDING LAND USES:	North: Membership Club, Tourist Cabins, undeveloped South: Grazing/Wild Hay East: Grazing/Undeveloped West: Membership Club, Tourist Cabins, Grazing/Wild Hay
RECOMMENDATION	Preliminary Plat Approval of The Ranches at Belt Creek Phase 3 Major Subdivision
PRESENTED BY	Sandor Hopkins, Planner

CASCADE COUNTY COMMISSION

PLANNING STAFF: Staff Report and Recommendations

REGARDING: Commission Public Hearing on June 14, 2019

SUBJECT: Major Subdivision Preliminary Plat, The Ranches at Belt Creek Phase 3, located in Sections 18 & 19, T. 18 N., R. 7 E., P.M.M. Cascade County, Montana

PRESENTED BY: Sandor Hopkins, Planner

GENERAL INFORMATION

Applicants/Owners: Trophy Property Developers, Inc

Property Location: This proposed subdivision is The Ranches at Belt Creek Phase 3, Major Subdivision, Parcel #0005606400, Geo Code 02-2781-18-3-03-01-0000 in the S $\frac{1}{2}$ S $\frac{1}{2}$, Section 18, Township 18 N, Range 7 E, and Parcel #0005217600, Geo Code 02-2781-19-1-02-01-0000 in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 19, Township 18 N, Range 7E P.M.M. Cascade County, Montana

Existing Zoning: Agricultural (Proposed Rural Residential 5)

Requested Action: Approval of Preliminary Plat Application

Purpose: To create nineteen (19) residential lots

Existing Land Use: The existing lot is undeveloped grassland

Surrounding Land Uses: Undeveloped grassland, Belt Creek valley, rural residential development

SPECIAL INFORMATION

1. The Cascade County Commission is in receipt of an application from Trophy Property Developers, Inc, to approve of The Ranches at Belt Creek Phase 3 major subdivision preliminary plat. This proposed subdivision, is located in Sections 18 and 19, Township 18 N., Range 7 E., P.M.M. Cascade County, Montana
2. Attached is a copy of the major plat, which will subdivide 143.98 acres into nineteen (19) lots. The new residential lots will be sized from 5.00 acres to 30.245 acres.
3. Pursuant to 76-3-605, MCA a public hearing is required for this major subdivision.
4. There are no delinquent taxes on this property.
5. An Environmental Assessment is required pursuant to 76-3-603(1)(a), MCA (2017).

6. Legal notice of this proposed subdivision was sent to surrounding property owners on May 21, 2019 and appeared in the Great Falls Tribune on May 29, 2019 & June 5, 2019.
7. Interested Agencies were provided with notification letters and a request for comments on May 3, 2019. The applicant reached out to the Belt School District and received a response indicating that the Belt School District would be able to accommodate the extra students, however may need to adjust or add bus routes to accommodate this development. As of writing this report, no other agencies have provided comment.
8. The Ranches at Belt Creek Major Subdivision was approved on September 11, 2007, which included three phases of development. Phase 1 was filed March 2008, Phase 2A was filed October 27, 2010, and Phase 2B was filed December 20, 2012. Phase 3 was not filed before expiration of Preliminary Plat Approval or Final Plat Approval was granted and requires re-review for compliance with Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.
9. Access to the proposed subdivision will be by a private road known as Little Belt Way. Major subdivisions require two points of ingress/egress, however the road plan was approved as part of the initial full phased development masterplan for The Ranches at Belt Creek, which included roadways for the currently proposed subdivision. The overall phased development utilizes two ingress/egress from Peacemaker Ridge Road and a secondary emergency/recreational route known as Clubhouse Drive that both connect to Old Armington Road. The applicant has asked for a variance from subdivision road regulations to bring this application into compliance with current regulations.
10. The applicant's Traffic Impact Analysis estimates that when fully developed, this subdivision will generate at most 181.8 trips per day but is more likely to be closer to 60.04 trips per day during peak times, generally between May and August. This lower estimate is based on the predominant use of the residences in this subdivision as Recreational/Vacation homes. The applicant does not anticipate that this will create an adverse impact on Old Armington Road or Peacemaker Ridge Road.
11. Parkland dedication is not a requirement of this subdivision, pursuant to 76-3-621 (3)(a) which states, "A park dedication may not be required for: land proposed for subdivision into parcels larger than 5 acres."
12. The proposed subdivision will receive law enforcement services from the Cascade County Sheriff's Department and fire protection services from the Belt Rural Volunteer Fire Department. Response time will be dictated by weather and road conditions.
13. According to the Wild Land Fire Risk and Hazard Severity Assessment Form, the property is designated as Moderate Hazard area. The proposed subdivision will utilize an existing fire suppression cistern that will serve as the fire protection source. The developer installed a 44,500 gallon storage tank at the commencement of the Ranches at Belt Creek subdivision that was intended to provide services for the full masterplan buildout of the subdivision. The system has previously been tested and approved for use by the Belt Rural Volunteer Fire Department.

14. This subdivision application is running concurrently along with a Petition for a Map Amendment to rezone these parcels from Agricultural (A) to Rural Residential 5 (RR5). The Cascade County Planning Board recommended approval of the rezone request on April 16, 2019 on a vote of 6-0 and approval of the subdivision and associated variance request on May 21, 2019 on a vote of 7-0.

VARIANCE

When considering a subdivision variance pursuant to Section 11 of the Cascade County Subdivision Regulations, the Planning Division must first determine if a strict application of the regulations would result in an undue hardship on the property. To do this staff analyzes two criteria:

- 1. The conditions on which the request for a variance is based are unique to the property on which the variance is sought and are not generally applicable to other properties.**

Applicant: The unique aspect of this phase of the subdivision is simply that it was previously approved under 2004 subdivision regulations as the 2007 subdivision regulations had not been adopted at the time the original subdivision application was submitted. The 2004 subdivision regulations did not specifically state that two means of ingress and egress constructed to regulation standards were required to connect to a roadway beyond the subdivision. A substandard secondary access may have been permissible on a per case basis.

The subdivision was reviewed and approved by the planning board and the County Commission. At the time, although not in the regulations, the developer made a commitment to the County Commission to improve the emergency route as much as feasibly possible to improve slope, width, and surfacing. The developer followed through, as much as practical, with that commitment.

Staff: Staff concurs with the applicant's assessment. The original masterplan, including roadways, for The Ranches at Belt Creek subdivision was approved by the Planning Board and Commission during a time when the county Subdivision Regulations were being rewritten. The record shows that the developer acted in good faith to mitigate concerns of the Planning Board and Commission by installing a secondary access route that was not strictly required under the regulations at that time. The roads were approved and built with the assumption that all three phases of development would be filed before approvals expired and have functioned adequately since their installation.

- 2. Physical conditions, such as parcel shape or topography, prevent the applicant from meeting the strict letter of these regulations.**

Applicant: The topography of the development is such that there is a steep valley on the western edge of the property which makes the construction of a roadway extremely difficult and economically impractical. During the original development of the property, optional alternatives to access the property were explored. An easement from Dave Anderson was obtained to access the property through, now the existing easement for the primary access. The property owners to the northeast were contacted and were unwilling to provide an easement. Due to the topography and ownership, there was no reasonable route to the east of the property identified. South of the property is vast farm/ranch land that includes multiple property owners and several

miles to reach a connecting roadway. The physical condition do inhibit the developer from meeting the strict letter of the regulations without obtaining easements from unwilling property owners resulting in costly easements, if attainable, and costly road construction due to topography and overall lengths.

Staff: Staff concurs with the applicant's assessment. The location of the development on top of the Belt Creek valley precludes easily buildable routes for ingress and egress. The developer has already been granted an easement from a northern property owner to provide access to this development as well as established a secondary emergency/recreation access to provide additional access to this development. Additional roads would require obtaining additional easements, disturbing largely unaltered landscapes, and disrupting the natural environment. While possible, staff finds that the additional burden to the developer and the environment is unnecessary given that a previously adequate ingress/egress has already been approved and developed.

Once it has been established that strict compliance would result in undue hardship, the Planning Division then analyzes three criteria to determine if strict compliance is essential to the public welfare or if granting the variance is not detrimental to public welfare.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

Applicant: The granting of the variance will not have any negative ramification on adjoining properties and will not have adverse impacts to public health, safety, or general welfare. No change is requested on what currently exists and what has been functioning adequately for nine years. Currently the internal road network and subdivision ingress/egress routes function as intended and adequately serve the subdivision.

Staff: Staff finds it unlikely that adjoining properties will be detrimentally impacted by this proposed variance request. However, the likelihood of the property owners serviced by Little Belt Way to be impacted in the event of an emergency such as a fire is increased by reducing the number of ingress/egress points, however there are no restrictions on the length of roads from the ingress/egress points or on looped roadways under current subdivision regulations. The masterplan for The Ranches at Belt Creek subdivision could theoretically be approved under current regulations, provided that the secondary emergency/recreation access could be brought to County Standards. Additionally, the use of the houses in that subdivision as vacation homes somewhat mitigates the risk presented by hazards.

2. The variance will not cause a substantial increase in public costs;

Applicant: If a variance is granted, no increase to public costs is anticipated. The entire road network is privately owned and maintained by the home owners association. Recently, the developer acquired a portion of abandoned Old Armington Road right-of-way. By absorbing the road right-of-way, the development has acquired the old roadway, thereby eliminating any need for the County to maintain that portion of roadway. If anything, the overall development has decreased public costs.

Staff: Staff concurs with the applicant's assessment. The roads are already in place and have been constructed at the developer's expense without public funds. The risk of a hazard, such as a wildfire, could potentially incur costs should public resources be dedicated to rescue or other

mitigation operations, however this is a risk inherent in any rural residential development and not exclusive to this subdivision.

3. The variance will not place the subdivision in nonconformance with any adopted zoning regulations.

Applicant: Currently the land within Phase III is zoned Ag. Concurrent with this subdivision application will be a zone change request to change zoning from Ag. To Rural Residential 5, consistent with Phase I and II zoning. The variance, if granted, will not place the subdivision in nonconformance with adopted zoning regulations.

Staff: This is a variance from road standards and has no impact on the zoning regulations.

Staff finds that substantial justice would be done by granting this variance and recommends approval of this request.

CONCLUSION

This proposed subdivision will meet the requirements of the Cascade County Subdivision Regulations, as well as Montana's Subdivision and Surveying Laws and Regulations, provided that the variance request from road standards is granted and the rezone petition is approved by the Commission.

RECOMMENDATIONS

The following motions are provided for the Board's consideration:

"I move that the Cascade County Commission after consideration of the Staff Report and Findings of Fact, **deny**, a major subdivision, a Preliminary Plat of The Ranches at Belt Creek Phase 3 and associated variance request from Cascade County Subdivision Access, Ingress, Egress & Evacuation regulations (10-15(F));

or

"I move that the Cascade County Commission after consideration of the Staff Report and Findings of Fact, adopt said Staff Report and Findings of Fact and **approve**, a major subdivision, a Preliminary Plat of The Ranches at Belt Creek and associated variance from Cascade County Subdivision Access, Ingress, Egress & Evacuation regulations (10-15(F)), subject to the following conditions:

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612, 2017);

4. Causing to be recorded in conjunction with the final plat The Ranches at Belt Creek Homeowner's Association covenants that pertain to the development and that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to share with the other members of The Ranches at Belt Creek Homeowner's Association the maintenance of the public rights of way created by and indicated on the subdivision plat;
5. Pursuant to 7-22-2152 MCA, submitting a written plan to the Cascade County Weed and Mosquito Board specifying the methods for weed management procedures with regards to this development;
6. Causing to be recorded in conjunction with the final plat homeowners' association documents with sufficient authority and procedural mechanisms to administer, enforce, and fund the perpetual maintenance and discretionary improvement of the public rights of way created by and indicated on the subdivision plat;
7. Causing to be recorded on the plat a statement concerning limited public services.
8. Causing to be recorded on the plat an Agricultural Notification Statement;
9. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat.
10. The inclusion on the major plat of a statement provided by Cascade County certifying the status of the internal subdivision roads;
11. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;
12. Obtaining approval for the proposed water and sewage disposal systems from state and/or local health departments;
13. To be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenant may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;
14. The homeowners association shall be responsible for the continual maintenance of the public improvements including fire suppression equipment as well as all public parkland and open space area as outline in the covenants and homeowners documents and on the plat and accompanying submittal;
15. Causing to be recorded in conjunction with the final plat, an agreement requiring property owners of each subdivision tract to take part in any Rural Special Improvement District (RSID) for the reconstruction, improvement or perpetual maintenance of all interior roads, or any other road that can be used to access these lots as determined by

Cascade County, provided that all other property owners served by said road share equitably in such an RSID. This statement of waiver shall be placed on the final plat;

16. Causing to be recorded on the plat a statement concerning the near proximity of two Montana Fish Wildlife and Parks Block Management Areas that would allow public hunting;
17. Inspection and certification, by a licensed professional engineer, of all fire suppression and storage facilities, to be also approved by the Fire Chief of the Belt Rural Volunteer Fire District. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat;
18. The homeowners' association shall be responsible for the continual maintenance of the equipment subject to adequate inspections by the Fire Chief of the Belt Rural Volunteer Fire District to insure the equipment is being properly maintained;
19. A copy of the MDEQ General Discharge Permit for Stormwater associated with construction activity shall be submitted prior to final plat approval, if applicable.

Attachments: Findings of Fact
Reduced Copy of Preliminary Plat
Belt VFD Letter

cc: Trophy Property Developers Inc
Mark Leo, Big Sky Civil and Environmental

FINDINGS OF FACT FOR A PRELIMINARY PLAT OF THE RANCHES AT BELT CREEK PHASE 3 MAJOR SUBDIVISION LOCATED IN THE S 1/2 S 1/2, SECTION 18, AND N 1/2 N 1/2 SECTION 19 TOWNSHIP 18 N., RANGE 7 E., P.M.M. CASCADE COUNTY, MONTANA

The application requesting preliminary plat approval for The Ranches at Belt Creek Phase 3 major subdivision was received on March 7, 2019. The submittal was determined to contain all required components sufficient for adequate public review on April 4, 2019 and scheduled for public hearing for the Cascade County Planning Board on May 21, 2019 pursuant to statutory requirements. Notice of that public hearing was sent to adjacent property owners on May 3, 2019 and published in the Great Falls Tribune on May 5, 2019 and May 12, 2019. The Planning Board recommended the Preliminary Plat application for approval on May 21, 2019 on a vote of 7-0. The Commission hearing was scheduled for June 14, 2019. Notice of that public hearing was sent to adjacent property owners on May 21, 2019, and published in the Great Falls Tribune on May 29, 2019 and June 5, 2019.

Big Sky Civil and Environmental (subdivider) and Mark Hawn, Trophy Property Developers Inc (owner) request preliminary plat approval for Ranches at Belt Creek Phase 3 major subdivision consisting of nineteen (19) residential lots ranging in size from 5.00 acres to 30.245 acres. The total acreage of the project site is 143.98 acres.

I. PRIMARY REVIEW CRITERIA

Effect on Agriculture

The proposed subdivision presently consists of two (2) parcels of land (143.98 acres) within the Agricultural (A) Zoning District. To the north of the project site are the previous two phases of The Ranches at Belt Creek major subdivision in the Rural Residential 5 Zoning District. To the west is Old Armington Road and US-89 with The Ranches at Belt Creek commons area and some residential development. To the south and east is undeveloped grassland. The soil is made up of a variety of soil types, none of which are classified as prime farmland or farmland of statewide importance. Ipano-Ticell loams, 4 to 10 percent slopes (48.4%) and Castner-Sinnigam complex, 2 to 15 percent slopes (29.2%) are the dominant soil types at this site. The parcels are of a size that it could potentially be put into agricultural production, however the poor viability of the soils would hinder sustainable agricultural operations beyond grazing or wild hay.

Effect on Local Services

The proposed subdivision will receive law enforcement services from the Cascade County Sheriff Department and fire protection services from the Belt Rural Volunteer Fire Department. The developer has installed a fire suppression cistern with a capacity of 44,500 gallons, or 10,000 gallons minimum, plus an additional 500 gallons per residential lot. This cistern was installed in 2008 before The Ranches at Belt Creek subdivision commenced, this facility has also been tested and approved by the Belt Rural Volunteer Fire Department.

A letter requesting comments was sent to the Belt Rural Volunteer Fire Department Chief and any response received from them will be forwarded to the Planning Board and the County Commissioners.

Parkland dedication is not required as part of this subdivision as per 76-3-621 (3)(a) which states, "A park dedication may not be required for: land proposed for subdivision into parcels larger than 5 acres."

Based on trip generation factors available from the Institute of Transportation Engineers and traffic counts from the Montana Department of Transportation, the 19 new residences that feed onto Old

Armington Road will generate between 181.8 vehicular trips per day and 60.04 vehicular trips per day at full build out during peak times. The upper estimate is based on the average daily trip generation rate of 9.57 for single family housing, however the lower estimate is based on 3.16 average daily trip generation for Recreational/Vacation homes between the months of May through August, which is the predominant use of the Ranches at Belt Creek subdivision. The applicant's Traffic Impact Analysis does not anticipate adverse impacts on Old Armington Road or Peacemaker Ridge Road.

Letters requesting comments were sent to the Montana Department of Transportation and the Cascade County Road and Bridge Division. Any comment will be forwarded to the Planning Board and the Cascade County Commission.

Effect on the Natural Environment

Subdivision of the site is not expected to create significant surface run-off problems. The proposed development is outside of any regulated floodplains, will not alter any lakebeds or stream channels, and is approximately a quarter mile east of Belt Creek on top of a bluff. The Department of Environmental Quality has reviewed the subdivision masterplan as part of the Sanitation in Subdivisions Act and has approved the storm water design to mitigate runoff resulting from development in the subdivision. Additionally, drainage features existing on the property have been designated as no-build zones by the applicant and developer.

The soil is made up mostly of Ipano-Ticell loams and Castner-Sinnigam soil and is not classified as prime farmland or farmland statewide importance. Additionally, the property has not been put into agricultural production in recent history. The project was sent to the Cascade Conservation District for review, any comments received will be forwarded to the Planning Board and Commissioners.

The subdivision is not expected to adversely affect native vegetation, soils, water quality, or the quantity of surface or ground waters, as required by the Department of Environmental Quality non-degradation standards. Disturbed areas during development will be re-seeded and the weed management plan will be followed to reduce the spread of noxious weeds. Additionally, any disturbance of over an acre will be required to obtain a General Permit for Stormwater Discharges Associated with Construction Activity from the Montana Department of Environmental Quality.

Effect on Wildlife and Wildlife Habitat

This location is in a low population density area that has experienced limited residential development and is near conservation easements, block management lands, and federal and state parks and forests. The applicant identified a variety of species that have been known to visit the area, such as deer, antelope, and game birds. Humans and pets are likely to have a negative impact on wildlife in the area, however landscaping could provide more habitat for wildlife. No critical habitat areas have been identified. Letters requesting comment have been submitted to the Department of Fish Wildlife and Parks, and the Department of Natural Resources and Conservation, any comments received will be forwarded to the Planning Board and Commissioners. The subdivision will not result in closure of public access to hunting or fishing areas, nor to public lands.

Effect on Public Health and Safety

Based on available information, this subdivision does not appear to be subject to potential natural hazards such as flooding and rock slides; nor potential man-made hazards such as nearby heavy industrial or mining activity. Wildfires are always a possibility in subdivisions adjacent to grassland when located in rural areas. Fire and emergency services have been addressed. Vehicle access to the subdivision will be from Old Armington Highway and Little Belt Way.

II. REQUIREMENTS OF MONTANA SUBDIVISION AND PLATTING ACT, UNIFORM STANDARDS FOR MONUMENTATION, AND LOCAL SUBDIVISION REGULATION

The subdivision meets the requirements of the Montana Subdivision and Platting Act and the surveying requirements specified in the Uniform Standards for Monumentation, and conforms to the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local subdivision regulations.

III. COMPLIANCE WITH THE CASCADE COUNTY GROWTH POLICY

The proposed subdivision is in general compliance with the Cascade County Growth Policy to preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens and by ensuring that all new roads be built to county specifications, designing subdivisions so as to minimize the risk of fire, promoting adequate ingresses and egresses, adequate water supply systems, requiring local review of subdivisions meet DEQ regulations, and by complying with the weed district's weed management plans. The area is not located in a designated Resource Protection Area, Prohibitive Development Area or Conditional Development Area; therefore, those standards are not applicable to the proposed subdivision.

SETBACK STANDARDS

The minimum standards must comply with the Cascade County Zoning Regulations.

SLOPE STANDARDS

Development on slopes exceeding twenty five percent is prohibited except where a licensed engineer, with demonstrated experience in the field of slope stabilization certifies that the development will create no slope failure or erosion hazards.

OFF-STREET PARKING STANDARD

All parking in the proposed subdivision will be accommodated on the premises and entirely off street.

RESIDENTIAL DEVELOPMENT STANDARD

The minimum standards must comply with the Cascade County Zoning Regulations.

SOIL EROSION STANDARD

The proposed subdivision should not cause soil erosion or other adverse impacts of runoff on neighboring properties, roads, or watercourses.

SOILS LIMITATIONS STANDARD

Soils that have moderate or severe limitations for the proposed subdivision will be identified and measures to mitigate such limitations will be implemented.

ROAD ACCEPTANCE AND MAINTENANCE POLICY

Legal access, described as public street and utility easement, to the lots will be provided on the final plat. There is one private access road that is being privately maintained by the HOA to access the subdivision. The County will not have responsibility for road maintenance until such time as the County accepts the internal roads as County roads.

FIRE PROTECTION STANDARD

This development lies within and receives fire protection services from the Belt Rural Volunteer Fire Department. Response time will be dictated by weather and road conditions. A letter has been sent to the Belt Rural Volunteer Fire Chief asking for comments on the proposed subdivision. Any comments received will be sent to the Planning Board and the County Commissioners.

SCHOOL SYSTEM'S CAPACITY STANDARD

Letters were sent to the Cascade County Superintendent of Schools and the Great Falls Public Schools Superintendent, and the Belt Public Schools Superintendent. Belt Public Schools responded on February 26, 2019, that the schools in their district would have the capacity to service students from the proposed subdivision, although may need to adjust bus routes

IV. EASEMENTS FOR UTILITIES

Any comments received by staff will be forwarded to the Planning Board and County Commissioners. All easements will be shown on the final plat.

V. LEGAL AND PHYSICAL ACCESS

1. Legal access will be provided to all lots through private street easements placed on the final plat. The existing roads in this subdivision will not be county responsibility until such time as the county accepts them.

VI. OPTIONS AND RECOMMENDATIONS

In making their recommendations and decisions, the Cascade County Planning Board and the Cascade County Commission shall consider the following:

- A. relevant evidence relating to the public health, safety, and welfare;
- B. the Summary of Probable Impacts;
- C. the Cascade County Growth Policy; and
- D. the provisions outlined in the Cascade County Subdivision Regulations and the Montana Subdivision and Platting Act.

VII. DECISION ALTERNATIVES

1. Approve the proposed subdivision.
2. Approve the proposed subdivision with conditions.
3. Table the proposed subdivision for further study.
4. Deny the proposed subdivision.

Approval of Preliminary Plat
Ranches @ Belt Creek Phase 3
Major Subdivision

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of June, 2019.

Attest

On this 14th day of June, 2019, I hereby attest the above-written signatures of
Joe Briggs, James L. Larson and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

*** APPROVED AS TO FORM:**

Josh Racki, County Attorney



DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

June 14, 2019

AGENDA #5

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Hearing for the Staff Report for Zone Change Application for Trophy Property Developers, Agricultural to Rural Residential 5
INITIATED BY	Trophy Property Developers, Inc
SUBJECT	Zone Change Application for Trophy Property Developers, Ranches at Belt Creek Phase III Major Subdivision, located in Sections 18 & 19, Township 18 North, Range 7 East P.M.M. Cascade County, Montana
EXISTING ZONING	Agricultural (A)
ACTION REQUESTED	Approval of Zone Change Map Amendment for Trophy Property Developers, Inc
PURPOSE	To rezone two tracts of land from Agricultural to Rural Residential 5
SURROUNDING LAND USES:	North: Membership Club, Tourist Cabins, undeveloped South: Grazing/Wild Hay East: Grazing/Undeveloped West: Membership Club, Tourist Cabins, Grazing/Wild Hay
RECOMMENDATION	Approval of Zone Change Application for a Map Amendment for two tracts
PRESENTED BY	Sandor Hopkins, Planner

CASCADE COUNTY BOARD OF COMMISSIONERS

PLANNING STAFF: Report and Recommendations

REGARDING: Rezone Request, Public Hearing, April 16, 2019

SUBJECT: Rezone Parcels 0005606400 and 0005217600, located in Sections 18 and 19, Township 18 North, Range 07 East P.M.M., Cascade County, MT

PRESENTED BY: Sandor Hopkins

GENERAL INFORMATION:

Applicant/Owner of Record: Trophy Property Developers Inc

Property Location: The properties are in the NE ¼ NW ¼ and NW ¼ NE ¼ of S19, T18N, R7E, and the Mk 1 S ½ of S18, T18N, R7E, P.M.M., Cascade County, MT

Existing Zoning: "A" Agricultural

Requested Action: Rezone from "A" Agricultural to "RR5" Rural Residential 5

Existing Land Use: Grazing/Undeveloped

Surrounding Zoning and Land Uses:

Direction	Parcel Number (s)	Zoning District	Existing Land Use
North	0005606600	A	Membership Club and Tourist Cabins Grazing/Undeveloped
	0005607375	RR-5	
	0005607370	RR-5	
	0005607365	RR-5	
East	0005606300 0005217700	A	Grazing/Undeveloped
South	0005217950	A	Grazing/Wild Hay
West	0005606600	A	Membership Club and Tourist Cabins Grazing/Wild Hay
	0005217950		

SPECIAL INFORMATION

1. Trophy Property Developers Inc is petitioning as owner and applicant to rezone 143.98 acres of property from Agriculture (A) to Rural Residential 5 (RR-5).
2. The requested Rural Residential 5 Zoning District allows a variety of low-intensity uses in line with Residential Districts as well as provisions for limited agricultural uses, and community facilities such as educational facilities, public safety facilities (fire departments, clinics, etc), and worship facilities. This district does not allow many uses

that are permitted in the existing Agricultural district through principal uses or special uses, such as commercial dairies, power plants, riding and roping arenas, and commercial breeding facilities.

3. All allowable uses in the Rural Residential 5 district are called out in § 7.1.1 of the Cascade County Zoning Regulations (CCZR). All allowable uses in the Agricultural district are called out in § 7.2 of the CCZR. Both sections have been added to this Staff Report as supplements.
4. Law enforcement activities are provided by the Cascade County Sheriff's Office and fire protection support is provided by the Belt Volunteer Fire Department.
5. Notice of Planning Board's Public Hearing was mailed to surrounding property owners on April 5, 2019. Legal Ads of the Planning Board's Public Hearing were published in the Great Falls Tribune on April 7, 2019 & April 14, 2019.
6. The Planning Board recommended approval of this zone change on April 16, 2019 with a vote of 6-0.
7. Notice of the Commissioner's Public Hearing was mailed to surrounding property owners on April 18, 2019 and published in the Great Falls Tribune on April 21, 2019 and April 28, 2019.
8. At the time of publishing this report, Staff has received no comments regarding this proposed zone change.

ZONING ANALYSIS

Section 76-2-203 Montana Code Annotated lists criteria and guidelines which must be considered in conjunction with all zoning or rezoning proposals; the criteria are:

Criteria #1, the rezone application is made in accordance with the five listed goals in the growth policy;

The 2014 Cascade County Growth Policy (CCGP) contains five (5) goals which the policy defines as a direction of the Growth Policy. Each Goal also includes a subset of Objectives which the Growth Policy defines as a more narrowly defined and concrete expression of community intent. The five (5) goals and their related objectives are:

Goal 1: Sustain and strengthen the economic well being of Cascade County's citizens.

Objectives:

- A. Stimulate the retention of existing businesses and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses, and industries including agriculture, mining, manufacturing/processing and forest products.
- B. Stabilize and diversify the county's tax base by encouraging the sustainable use of its natural resources.
- C. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunication, and youth/social services.
- D. Promote the development of cultural resources and tourism to broaden Cascade County's economic base.
- E. Foster and stimulate well-planned entrepreneurship among the county's citizenry.
- F. Promote a strong local business environment. Encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.
- G. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.
- H. Network with and support other economic development efforts in the region and statewide, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.
- I. Encourage the growth of the agricultural economy.
- J. Stimulate the growth of the economy by encouraging the use of alternative methods of energy production, including wind energy.

Applicant: The proposed zone change will enable construction of residential lots that will enhance economic opportunity and increase utilization of existing available assets. The addition of residential lots will increase tax revenues for Cascade County, and retail spending at businesses within the County and in area communities will increase as well. The proposed zone change will create no adverse impact on the agricultural economy, or on alternative energy development and production.

Staff: This proposed rezone can potentially have both positive and negative impacts on Goal 1 of the Growth Policy. The current Agricultural district allows more intensive and commercially driven uses than what is allowed in the Residential districts. Reducing the development potential of this property by allowing a rezone to a residential district could theoretically be contrary to this goal, however there is never an assurance that a landowner

will seek to maximize development potential of a property due to any number of factors such as capital, infrastructure, and market demand. Land in the Agricultural district is commonly used for non-agricultural uses, such as small businesses ranchettes and residences, as well as true agricultural uses such as grazing, pasture, or farmland. However, since these properties are currently undeveloped and adjacent to a residential subdivision created by the applicant, it logically follows that this land would move into true residential use, and the construction of high-end homes matching the existing Ranches at Belt Creek Subdivision would provide business opportunities to local contractors and construction companies, as well as provide homes for potential residents who will then put money back into the local economy when they visit Cascade County and the surrounding areas, through direct spending and tax-revenue. By extension, staff anticipates that this proposal would have a positive impact on the development of cultural resources and tourism by increasing home-ownership in a desirable area of the county that is in proximity to a number of state parks, creeks, and forests with an abundance of recreational opportunities and natural resources.

Goal 2: Protect and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

- A. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands and forests.
- B. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.
- C. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.
- D. Assure clean air, clean water, a healthful environment and good community appearance.
- E. Support the development of natural resources including but not limited to timber, mining, oil, and gas production, and renewable energy production.
- F. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfields processes.

Applicant: The proposed zone change is located adjacent to existing rural settlement and the subdivision was designed so major drainages, coulees, and areas near Belt Creek were left unsubdivided to maintain existing natural scenic beauty of the area. The property being considered for zone change has no forests for timber, no mining opportunity, and no oil/gas production. The zone change is not in area which is undergoing superfund or brownfield redevelopment/cleanup.

Staff: This property does not have forests, streams, or other natural resources that would be impacted by this proposed rezone and is not classified as either a Superfund or Brownfields site. This development would be adjacent to, and in proximity to existing residential development in the Ranches at Belt Creek subdivision, as well as residential development along Old Armington Highway, in support of objective C. The proposal to rezone from Agriculture to Residential will support objective D by ensuring that potential nuisance uses allowable in the Agriculture district will no longer be permitted, and the covenants enforced by the Ranches at Belt Creek development will ensure that a good community appearance is maintained.

Goal 3: Maintain Agricultural Economy

Objectives:

- A. Protect the most productive soil types.
- B. Continue to protect soils against erosion.
- C. Protect the floodplain from non-agricultural development.
- D. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Applicant: Property in the area will have no adverse impact on productive soil types associated with agricultural operations and is not considered farmland of statewide importance. The zone change had no detrimental impact to the local value-added agricultural industry.

Staff: Staff finds that it is unlikely that this proposal will have a significant impact on the agricultural economy. The soils are not classified as farmland of statewide importance and it is not currently being farmed. Soil erosion has been addressed by a comprehensive grading and drainage plan that was approved by the Montana Department of Environmental Quality on January 28, 2008, known as a Certificate of Subdivision Approval (COSA). This proposal will have no impact on the floodplain, as it is not adjacent to or in any regulated Special Flood Hazard Area. This proposal will not support the development of value-added agricultural industry, but staff does not anticipate that this will have a significant detrimental impact on that objective either.

Goal 4: Retain the presence of the US Military in Cascade County

Objectives:

- A. Encourage the federal congressional delegation to actively support maintaining the current mission status at a minimum.
- A. Promote the location of additional military missions in Cascade County.

C. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.

D. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Applicant: The proposed zone change has no impact on the military presence in Cascade County, and is not relevant to this goal.

Staff: Staff concurs with the applicant's assessment that this proposal will have no impact on the military presence in Cascade County. This site is outside of the Height Military Overlay District and is over five miles away from any Launch Facilities or Missile Alert Facilities.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Objectives:

A. Maintain Cascade County's citizen's independent lifestyle and minimize local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.

B. Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.

C. Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.

D. Encourage the continued development of educational programs and facilities, recreational opportunities and spaces and health services for all county residents.

Applicant: The proposed zone change supports the County's goal in this regard by supporting the continuation of rural lifestyles that exist near the subject property. The zone change is not contrary to the preservation and promotion of the County's cultural heritage, natural resource development, and the preservation of archeological areas, see letter from historical society attached. The property considered for zone change does not have extreme fire hazard areas at the wild land/urban interface and the zone change is not contrary to educational programs and facilities, recreational opportunities and spaces, and health services for County residents.

Staff: This proposal largely supports Goal 5 of the Growth Policy. The rural and independent lifestyle afforded to the residents of the vicinity is not likely to be negatively impacted by additional low-density development. However, this proposal will allow development of

property to a greater degree of density than what the current minimum lot sizes mandated by the Agricultural district allow (20 acres), reducing the impact of government regulations on a property owner's ability to subdivide land. Fire prevention and suppression systems are in place for the existing Ranches at Belt Creek subdivision that was built and certified for the full build-out of the development under the Cascade County Subdivision Regulations in 2008. However, staff does not anticipate that this proposal will have any impact on the continued development of educational programs and facilities beyond additional tax-revenue for the Belt School District. Recreational opportunities and spaces and health services are also unlikely to see any impact beyond what additional tourism will provide. Additionally, the State Historic Preservation Office has not identified any site of historic or archaeological significance on this property.

Criteria #2, whether the zoning regulations have been designed to secure safety from fire and other dangers.

Applicant: Yes, the zone change will meet all county requirements for fire protection, and includes a centralized water cistern for fire protection water supply. Similarly, the zone change is designed for safety from other dangers.

Staff: Staff concurs with the applicant's assessment. As mentioned in the previous section, fire suppression systems are already in place and have been certified for additional development. Additionally, a fire-risk rating analysis has been performed that identifies this area as a moderate wild land fire risk, which is mitigated by the fire suppression system.

Criteria #3, whether the zoning regulations have been designed to promote public health, public safety, and general welfare.

Applicant: Yes no adverse impacts to public health, safety, general welfare will be created by the zone change.

Staff: Staff concurs with the applicant's assessment. A net positive impact may be seen with regards to this criteria by creating lower-intensity residential lots rather than allowing an intensive agricultural operation to proliferate on these parcels.

Criteria #4, whether the zoning regulations have been designed to facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements.

Applicant: Yes, the property for the proposed zone change has received a Certificate of Subdivision Approval from Montana Department of Environmental Quality, and meets requirements for schools and parkland by Cascade County.

Staff: Staff concurs with the applicant's assessment. Water and sewage have been addressed

by the COSA, and the existing transportation system providing access to these lots was approved by the Planning Board and Commission at the onset of the subdivision development. This development has been exempted from parkland requirements based on the minimum size of the lots. While many of the properties developed as part of the Ranches at Belt Creek subdivision are only utilized as vacation homes, reducing the impact on schools, they will provide tax revenue to the school district regardless of occupancy.

Criteria #5, whether the zoning regulations have been designed to provide adequate light and air.

Applicant: Yes, light and air will not be adversely impacted by the proposed zone change.

Staff: Staff concurs with the applicant's assessment. Minimum lot sizes and maximum lot coverage requirements will ensure that the provision of light and air will not be adversely impacted. The Rural Residential 5 zoning district is the largest of the exclusively residential zoning districts and as such will provide assurance that the density of development will be significantly less than what is seen in other developed areas of the county.

Criteria #6, whether the zoning regulation have been designed to address effects on motorized and non-motorized transportation systems.

Applicant: Transportation systems are in place and have been improved upon with the completion of previous phases of the subdivision. The zone change will assist with increased maintenance and improvements of existing roadways.

Staff: The existing Rural Special Improvement District (RSID) in place for the Ranches at Belt Creek subdivision, as well as one that would be applied to any future development will provide more funds to maintain the roadways in that area.

Criteria #7, whether the zoning regulations have been designed to be compatible with urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities.

Applicant: The proposed zone change is compatible with growth around the town of Armington and Belt.

Staff: The towns of Armington, Belt and Raynesford are the closest towns to this development and between 5-15 minutes away from this proposed development. The growth patterns in Armington and Raynesford can be characterized as small, but tightly clustered residences with some business activity. Belt is noticeably larger and functions as an incorporated community with its own jurisdictional area. Growth outside of these areas tends to be ranchettes and sparsely developed residences and farm operations. The inclusion of an additional area of 5-20 acre lot residences would be consistent with existing development patterns along highways 87 and 89, Old Armington Highway, and other nearby

rural subdivisions, such as Riceville Heights, approximately 7 miles to the south.

Criteria #8, whether the zoning regulations have been made with reasonable consideration to the district's peculiar suitability for particular uses.

Applicant: The proposed zone change is adjacent to existing rural residential 5 and would not create adverse impacts to the character of the district or suitability for peculiar uses.

Staff: When considering the "Little vs. Board of County Commissioners," the first factor to consider is if "the proposed use is significantly different from the prevailing use in the area". The proposed residential use will not be significantly different from the prevailing use to the west or north. It is unlikely that the undeveloped lands to the east or south would be detrimentally impacted by this proposed development. Although it will be of greater residential density, the intensity of other allowable potential uses on the Agricultural property adjacent may prove to be more detrimental to the proposed residential district than the residential would be to the agriculture. These land use issues have been known to happen in other areas of the county on the RR5 to A border. However, current land use is undeveloped on both these southern and western properties as is the property in question. Additionally, this is an extension of an existing district, and as such cannot be considered spot zoning.

The second factor is whether the area requested to be rezoned would be "rather small" in terms of the number of landowners benefitted by the requested zone change. The acreage of the parcels petitioning for the rezone (142.976 acres) is relatively large compared to other Rural Residential parcels to the north and residential properties to the west, but relatively small compared to the prevailing parcels to the south and east. Staff does not believe the second factor will be met based on the existing uses and parcel acreage to the north and west.

The third and final factor is whether the requested zone change would be in the nature of "special legislation" designed to benefit one or a few landowners at the expense of the surrounding landowners or the public. It is unlikely that surrounding property owners would see a decrease or increase in the value of their land by a residential development. When considering all the factors, planning staff is comfortable that this is not a spot zone scenario.

Criteria #9, Whether the zoning regulations have been made with a view to conserving the value of buildings and land.

Applicant: The zone change to rural residential 5 would be consistent with adjacent zoning of the previous phases of development.

Staff: Staff does not anticipate any impact to the value of buildings and land that may be impacted by this rezone.

Criteria #10, Must, as nearly as possible, be made compatible with the zoning

ordinances of nearby municipalities.

Applicant: The property for the proposed zone change is approximately 5 miles from Belt, which is compatible with the proposed zoning change to rural residential 5.

Staff: The town of Belt, the nearest incorporated community, does not have zoning ordinances.

CONCLUSION

Staff does not anticipate detrimental impacts to the county and finds that this proposal would allow for additional revenue and development that would benefit the county as a whole. This proposal does not constitute spot zoning and pending future subdivision is required to adhere to Cascade county subdivision standards, as well as conditions imposed by the Department of Environmental Quality. As such, staff is in favor of this proposal.

RECOMMENDATIONS

Two motions have been provided for your consideration:

MOTION TO DENY:

“I move that the Cascade County Commission, after consideration of the staff report, **REJECT** Resolution #19-37, Resolution of Intention to rezone parcels #0005606400 and #0005217600 located in Sections 18 & 19, T. 18N., R. 7E., P.M.M., Cascade County, MT. from “A” Agricultural to “RR-5” Rural Residential 5.”

OR:

Recommendation Two:

“I move that the Cascade County Commission, after consideration of the staff report, **APPROVE** Resolution #19-37, Resolution of Intention to rezone parcels #0005606400 and #0005217600 located in Sections 18 & 19, T. 18N., R. 7E., P.M.M., Cascade County, MT. from “A” Agricultural to “RR-5” Rural Residential 5.”

Attachment:

- 1) Rezone application & Cover Letter
- 2) Vicinity Map
- 3) Section 7.1.1 & 7.2 of Cascade County Zoning Regulations
- 4) Resolution of Intention



March 6, 2019

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I
Great Falls, MT 59401

RE: Zoning Change Application
The Ranches at Belt Creek – Phase III
Little Belt Way, Geocodes: 02-2781-18-3-03-01-0000 & 02-2781-19-1-02-01-0000

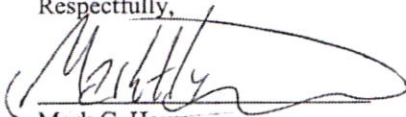
To whom it may concern,

The proposed zone change for the subject property is anticipated to coincide with the subdivision review of Phase III of a subdivision - The Ranches at Belt Creek. Current zoning of the property is Agricultural and proposed zoning is Rural Residential. Phases I and II of the subdivision were previously zoned agricultural and have been re-zoned to Rural Residential 5. Phase III of the subdivision (the subject property) is located adjacent to Phases I and II.

Residences in the subdivision will mainly be in the form of secondary or vacation homes. The proposed zoning, Rural Residential, requires minimum lot sizes of 5 Acres. The Total Area to be rezoned is 143.98 acres. Refer to Cascade County Zoning Change Application for additional information.

Please feel free to contact me with any questions or concerns you may have.

Respectfully,


Mark C. Hawn



Cascade County Zoning Change Application

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$750.00 Non Refundable Application Fee

Payment: Check (#) 213+1212 Cash

FOR OFFICE USE ONLY

Date Application Received: 3/7/2019 File No: _____
Planning Board Hearing Date: _____ Action: _____
County Commission Hearing Date: _____ Action: _____

APPLICANT/OWNER:

Name: Trophy Property Developers, LLC (Mark C. Hawn) Phone: 406-750-6135

Mailing Address: 5890 U.S. Highway 89

City/State/Zip Code: Belt, MT 59412

Interest in property: _____

Check which applies:

☒ Map Amendment

☐ Text Amendment, Zoning Regulations

TECHNICAL/PROFESSIONAL PARTICIPANTS:

Name: Mark Leo, E.S. Phone: 406-727-2185

Mailing Address: P.O. Box 3625

City, State, Zip: Great Falls, MT 59403

Email: mleo@bigskyce.com

IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE TEXT OF THE ZONING REGULATIONS, PLEASE COMPLETE THE FOLLOWING:

A. What is the proposed zoning text/map amendment?

IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE ZONING MAP PLEASE COMPLETE THE FOLLOWING:

- A. Address of the property: Little Belt Way
- B. Legal Description: 02-2781-18-3-03-01-0000 & 02-2781-19-1-02-01-0000
(Lot/Block of Subdivision, or Geocode/Parcel #)
- C. 18 & 19/ 18 N / 7 E
Section Township Range
- D. Total acreage: 143.98
- E. Zoning district: _____
- F. The **present** zoning of the above property is: Agricultural
- G. The **proposed** zoning of the above property is: Rural Residential 5

APPLICATION REQUIREMENTS

An applicant must notify the Planning Division and request a pre-application meeting with planning staff. The pre-application meeting will be scheduled within thirty (30) days of the request. At this meeting, staff will indicate the necessary information within the application, process, and timeline for the rezoning petition process. The application for a rezoning petition must include the following and any additional materials requested by Planning Staff:

- (1) A letter signed by at least one landowner within the area to be rezoned explaining the requested rezoning.
See attached letter
- (2) A vicinity map of the parcels and surrounding area clearly identifying the location of the property.
See attached vicinity map which identifies the location of subject property.
- (3) A legal description of the boundaries of the proposed district.
See attached preliminary Plat
- (4) A lot layout plan may be required indicating some or all of the following:
 - (a) Identify any covenants, liens, easements or any other encumbrances upon the parcel. If a description will not suffice, provide copies or exhibits when necessary.
 - (b) The land area of the parcel (found on deed, subdivision plat or certificate of survey at the Office of the County Clerk and Recorder or Planning Division).
 - (c) Describe the existing land use of the parcel and neighboring areas.
 - (d) Describe the anticipated impact upon neighboring property.
 - (e) On a site plan, indicate the dimensions of the property under consideration, the size and placement of existing structures, parking areas and landscaping areas.
 - (f) On a site plan, indicate the location of existing curb cuts or access points.
 - (g) On a site plan indicate the location of any existing utilities such as water, sewer, gas, electricity, storm sewer, rivers, creeks, streams, irrigation ditches, easements, historical land marks, or any other items that may affect the application.

- (5) Cite any previous request for a zone change or variance involving the parcel, as well as any action taken on previous requests.
None known
- (6) **Application Fee: All applications for rezoning must include an application fee of seven hundred fifty dollars (\$750.00).**

THE FOLLOWING ARE THE CRITERIA BY WHICH ZONING AMENDMENTS ARE REVIEWED. PLEASE PROVIDE A RESPONSE AND DETAILED EXPLANATION FOR EACH CRITERION FOR CONSIDERATION BY THE PLANNING STAFF, PLANNING BOARD, AND COUNTY COMMISSIONERS.

See detailed responses attached.

Criteria 1: Is the proposed amendment in accordance with the Growth Policy's five primary goals and associated objectives?

Goal 1: Sustain and strengthen the economic well-being of Cascade County's citizens.

Objectives:

- a. Stimulate the retention and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses, and industries including agriculture, mining, manufacturing/processing, and forest products.
- b. Stabilize and diversify the county's tax base by encouraging the sustainable use of its natural resources.
- c. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunications, and youth/social services.
- d. Promote the development of cultural resources and tourism to broaden Cascade County's economic base.
- e. Foster and stimulate well-planned entrepreneurship among the county's citizenry.
- f. Promote a strong local business environment. Encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.
- g. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.
- h. Network with and support other economic development efforts in the region and statewide, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.
- i. Encourage the growth of the agricultural economy.
- j. Stimulate the growth of the economy by encouraging the use of alternative methods of energy production, including wind energy.

Goal 2: Promote and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

- a. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands, and forests.
- b. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.
- c. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.
- d. Assure clean air, clean water, a healthful environment and good community appearance.
- e. Support the development of natural resources including but not limited to timber, mining, oil and gas production, and renewable energy production.
- f. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfield processes.

Goal 3: Maintain agricultural economy.

Objectives:

- a. Protect the most productive soil types.
- b. Continue to protect soils against erosion.
- c. Protect the floodplain from non-agricultural development.
- d. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Goal 4: Retain the presence of the US Military in Cascade County.

Objectives:

- a. Encourage the federal congressional delegation to actively support maintaining the current mission status at a minimum.
- b. Promote the location of additional military missions in Cascade County.
- c. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.
- d. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Objectives:

- a. Maintain Cascade County's citizens independent lifestyle and minimize local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.
- b. Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.
- c. Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.
- d. Encourage the continued development of educational programs and facilities, recreational opportunities and spaced and health services for all county residents.

Is the proposed amendment designed to:

- Criteria 2: Secure safety from fire and other dangers?
- Criteria 3: Promote public health, public safety, and the general welfare?
- Criteria 4: Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
- Criteria 5: The reasonable provision of adequate light and air?
- Criteria 6: The effect on motorized and non-motorized transportation systems?
- Criteria 7: Compatible urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities?
- Criteria 8: The character of the district and its peculiar suitability for particular uses?
- Criteria 9: Conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area?
- Criteria 10: Is the proposed amendment, as nearly as possible, compatible with the zoning ordinances of nearby municipalities?

I hereby certify that the information on and attached to this application is true and correct. I understand the fees for this application are not refundable. By signing of this application I agree that the Cascade County Planning Division staff to be present on the property for routine monitoring and inspection during the application process.

Applicant's Signature: _____

Date: _____

Criteria 1: Is the proposed amendment in accordance with the Growth Policy's five primary goals and associated objectives?

Goal 1: Sustain and strengthen the economic well-being of Cascade County's citizens.

The proposed zone change will enable construction of residential lots that will enhance economic opportunity and increase utilization of existing available assets. The addition of residential lots will increase tax revenues for Cascade County, and retail spending at businesses within the County and in area communities will increase as well. The proposed zone change will create no adverse impact on the agricultural economy, or on alternative energy development and production.

Goal 2: Promote and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

The proposed zone change is located adjacent to existing rural settlement and the subdivision was designed so major drainages, coulees, and areas near Belt Creek were left unsubdivided to maintain existing natural scenic beauty of the area. The property being considered for zone change has no forests for timber, no mining opportunity, and no oil/gas production. The zone change is not in area which is undergoing superfund or brownfield redevelopment/cleanup.

Goal 3: Maintain agricultural economy.

Property in the area will have no adverse impact on productive soil types associated with agricultural operations and is not considered farmland of statewide importance. The zone change had no detrimental impact to the local value-added agricultural industry.

Goal 4: Retain the presence of the US Military in Cascade County.

The proposed zone change has no impact on the military presence in Cascade County, and is not relevant to this goal.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

The proposed zone change supports the County's goal in this regard by supporting the continuation of rural lifestyles that exist near the subject property. The zone change is not contrary to the preservation and promotion of the County's cultural heritage, natural resource development, and the preservation of archeological areas, see letter from historical society attached. The property considered for zone change does not have extreme fire hazard areas at the wild land/urban interface, and the zone change is not contrary to educational programs and facilities, recreational opportunities and spaces, and health services for County residents.

Is the proposed amendment designed to:

Criteria 2: Secure safety from fire and other dangers?

Yes, the zone change will meet all county requirements for fire protection, and includes a centralized water cistern for fire protection water supply. Similarly, the zone change is designed for safety from other dangers.

Criteria 3: Promote public health, public safety, and the general welfare?

Yes no adverse impacts to public health, safety, general welfare will be created by the zone change.

Criteria 4: Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

Yes, the property for the proposed zone change has received a Certificate of Subdivision Approval from Montana Department of Environmental Quality, and meets requirements for schools and parkland by Cascade County.

Criteria 5: The reasonable provision of adequate light and air?

Yes, light and air will not be adversely impacted by the proposed zone change.

Criteria 6: The effect on motorized and non-motorized transportation systems?

Transportation systems are in place and have been improved upon with the completion of previous phases of the subdivision. The zone change will assist with increased maintenance and improvements of existing roadways.

Criteria 7: Compatible urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities?

The proposed zone change is compatible with growth around the town of Armington and Belt.

Criteria 8: The character of the district and its peculiar suitability for particular uses?

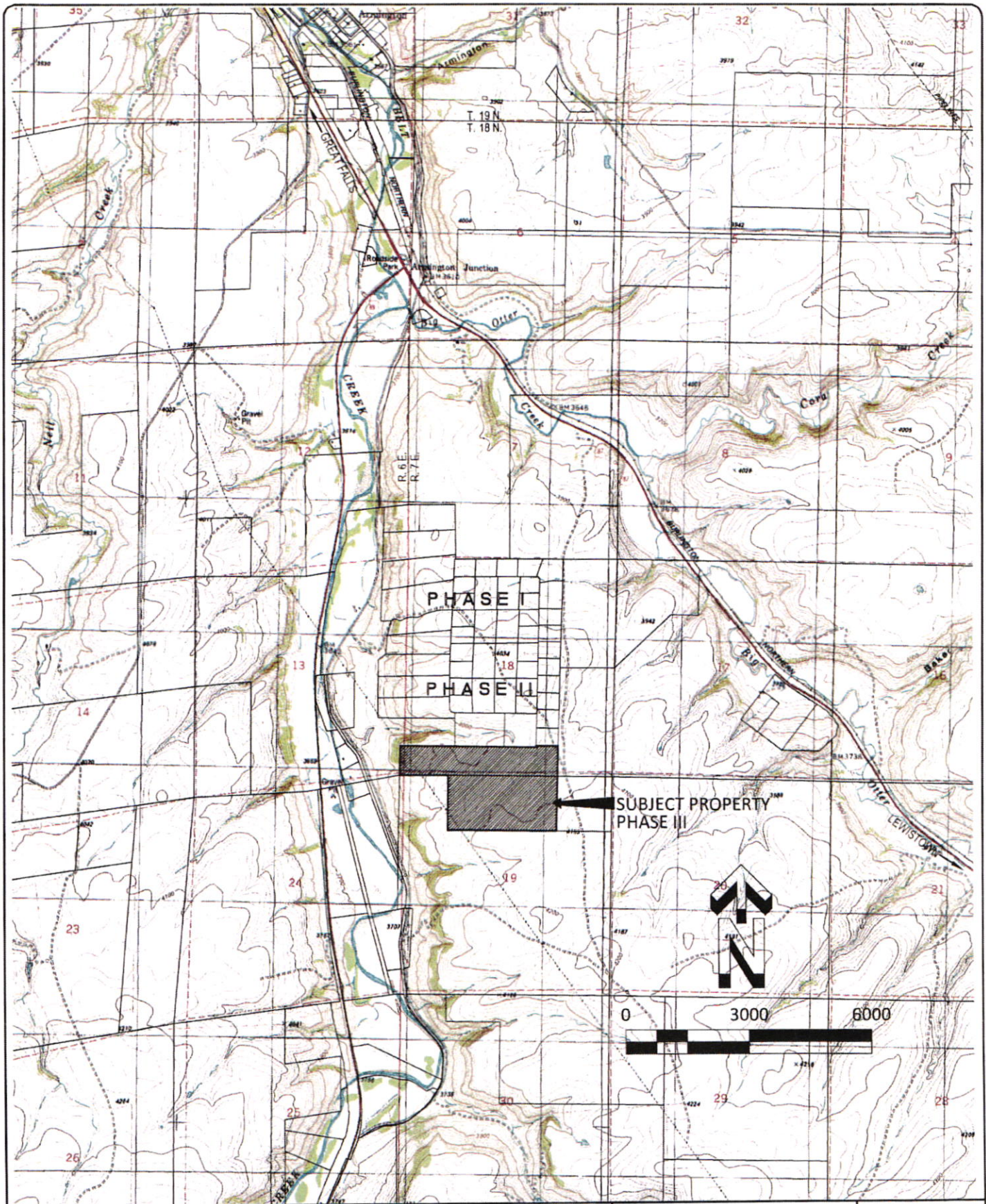
The proposed zone change is adjacent to existing rural residential 5 and would not create adverse impacts to the character of the district or suitability for peculiar uses.

Criteria 9: Conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area?

The zone change to rural residential 5 would be consistent with adjacent zoning of the previous phases of development.

Criteria 10: Is the proposed amendment, as nearly as possible, compatible with the zoning ordinances of nearby municipalities?

The property for the proposed zone change is approximately 5 miles from Belt, which is compatible with the proposed zoning change to rural residential 5.



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PROJECT:
**THE RANCHES
AT BELT CREEK
(PHASE III)**

TITLE:

VICINITY MAP

SHEET:

7.1.1 RR-5 DISTRICT USE REGULATIONS - RURAL RESIDENTIAL DISTRICTS (MINIMUM LOT AREA: 5 ACRES)

7.1.1.1 PERMITTED PRINCIPAL USES

- (1) A one family dwelling per tract of land.
- (2) Educational Facility
- (3) Park, where off-street parking is provided for the users of such facilities.
- (4) Agricultural uses of land and usual agricultural buildings and structures.
- (5) Public safety facility.
- (6) Worship facility where off-street parking is provided as set forth in Section 8.4.
- (7) Limited Agricultural uses.
 - (a) The keeping of livestock animals, except buffalo, by a resident of the parcel requires that the parcel must be a minimum of one (1) acre in area.
 - (b) Large livestock animals, except buffalo, are allowed on a permanent basis at a ratio of two (2) animals per acre. Small livestock animals are allowed on a permanent basis at a ratio of four (4) per acre.
 - (c) Any stable, barn, shed, coop or other such structure to house livestock animals shall be a distance of at least twenty-five (25) feet from the property line of an adjacent owner and at least fifty (50) feet from any dwelling unit other than that of owner.
- (8) Family Day Care Home, Group Day Care Home, Day Care Center
- (9) Community Residential Facility-Provided eight occupants or less.
- (10) Retirement Home, Nursing Home.
- (11) Community Cultural Facility (Public and non-profit exhibits, libraries, museums, and art galleries or other similar institutions).
- (12) Bed and Breakfast.

- (13) Community Garden.
- (14) On-Site Construction Office.
- (15) Public Building.
- (16) Public Institution.

7.1.1.2 PERMITTED ACCESSORY USES LOCATED ON THE SAME LOT WITH THE PRINCIPAL USE

- (1) Accessory Building / Structure (i.e. carport, bathhouse, greenhouse, gardening shed, recreation room and similar structure) which is customarily used in conjunction with and incidental to a permitted principal use or structure.
- (2) Professional office in a residence.
- (3) Customary home occupation (see Definition of Home Occupation and Section 8.16).
- (4) Tower and studio facilities related to radio, television broadcasting stations, telecommunications, amateur radio station and/or antenna meteorological towers, residential wind turbines not to exceed 50 kW, Amateur Radio operations, subject to the requirements in Section 8.8 of these regulations.
- (5) Private garage (accessory use only).

7.1.1.3 USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT

- (1) A second dwelling, including accessory dwelling units (examples: 1 single family home with garage apartment; or 1 duplex for two families; or two single family homes).
- (2) Recreation building or area operated by membership clubs for the benefit of members and not for gain.
- (3) Utility Installation, minor.
- (4) Structures meeting the definition of accessory building/structure but without a principal use – residential use only; no commercial use allowed, (not accessory, stand-alone structure).
- (5) The excavation of sand and gravel.
- (6) Tourist Home.

7.2 AGRICULTURAL (A) DISTRICTS

7.2.1 MINIMUM LOT AREA

The minimum lot or tract area in an A Agricultural District shall be twenty (20) acres except for lots created by any of the following processes as allowed under the Montana Code Annotated:

- (1) order of any court of record in this state or by operation of law or that, in the absence of agreement between the parties to the sale, could be created by an order of any court in this state pursuant to the law of eminent domain;
- (2) to provide security for mortgages, liens, or trust indentures for the purpose of construction, improvements to the land being divided, or for refinancing purposes;
- (3) creates cemetery lots;
- (4) is created for rights-of-way or utility sites;
- (5) for gift or sale to a member of the immediate family; and
- (6) a remainder of an original tract created by segregating a parcel from the tract for purposes of transfer if:
 - (i) the remainder is served by a public or multiple-user sewage system approved before January 1, 1997, pursuant to local regulations or current MT DEQ regulations; or
 - (ii) the remainder is 1 acre or larger and has an individual sewage system that was constructed prior to April 29, 1993, and, if required when installed, was approved pursuant to local regulations or current MT DEQ regulations.

7.2.0.1 MINIMUM LOT WIDTH

The minimum lot or tract width in an A District shall be two-hundred (200) feet.

7.2.0.2 HEIGHT LIMITS

No restrictions, except as regulated in the Military Overlay District.

7.2.0.3 REQUIRED YARDS

The minimum side yard, front yard, rear yard and streamside setback for any lot or tract in an A District shall be the same as that required for the Residential Districts as provided in Section 7.1.0.3.

7.2.0.4 LOT COVERAGE

All buildings and accessory buildings shall not cover more than forty percent (40%) of the lot or tract.

7.2.0.5 SIGNS

Agricultural District signs shall be subject to the regulations contained in Section 8.1.1, pertaining to permitted use, and on the same lot therewith. No off-premise signage allowed.

7.2.0.6 OFF-STREET PARKING

In an Agricultural District off-street parking shall be provided in accordance with Section 8.4.

7.2.2 PERMITTED PRINCIPAL USES

- (1) Agricultural uses of land; usual agricultural buildings and structures.
- (2) Public Building.
- (3) Public Safety Facility.
- (4) Park.
- (5) Community Center.
- (6) Public and private forest and wildlife preserve and similar conservation areas.
- (7) Commercial dairy if on a parcel 20 acres or greater.
- (8) Riding and roping arena, excluding commercial rodeo grounds, commercial stables, animal therapeutic facilities, providing such use shall be at least two hundred (200) feet from any lot in any other District. Participants must number less than twenty-five (25) total for all events or a special use permit is required. Parcel must be 20 acres or greater.
- (9) A one or two family dwelling(s) on a parcel of 20 acres or greater.
(example: 1 single family home or 1 duplex for two families or

two single family homes). If a parcel is less than 20 acres, a second dwelling is allowed with an approved Special Use Permit.

- (10) Golf driving range if located on a tract of five (5) acres or greater.
- (11) Campground, Recreational Vehicle Park.
- (12) Bed and Breakfast.
- (13) Tourist Home.
- (14) Tower and studio facilities related to radio, television broadcasting stations, telecommunications, amateur radio station and/or antenna meteorological towers, residential wind turbines not to exceed 50 kW, Amateur Radio operations, subject to the requirements in Section 8.8 of these regulations.
- (15) Power Plant, Commercial Wind Farms/ (not to exceed one (1) megawatt) subject to the requirements of Section 8.10 of these regulations.
- (16) Commercial building for raising, breeding and boarding small domestic animals provided that such building, including dog runs, shall be at least one hundred (100) feet from all property lines and shall comply with the standards listed in Section 8.7.
- (17) Community Garden.
- (18) On-Site Construction Office.

7.2.3 PERMITTED ACCESSORY USES LOCATED ON THE SAME LOT WITH THE PERMITTED PRINCIPAL USE

Accessory buildings and uses customarily incidental to any of the above A District uses

- (1) On tracts of land 160 acres or larger, a dwelling or dwellings of owner or lessee of the land. These may be occupied by employees of the owner or lessee of the land. They may be occupied by any person or persons the owner or lessee of the land desires so long as the dwelling or dwellings are not rented, leased, or used for any commercial or industrial uses. (Acceptable uses include a ranch manager house on the ranch owner's property, a Hutterite colony, a farmer who allows his relatives to live in a house that he owns on his property, etc.).
- (2) Roadside stands offering for sale only local agricultural products or other products produced on the premises.

7.2.4 USES PERMITTED UPON ISSUANCE OF A SPECIAL USE PERMIT

- (1) Cemetery, including mausoleum and crematorium provided that any mausoleum or crematorium shall be a distance of at least two hundred (200) feet from any adjacent property or street and highway lines and provided, further, that any new cemetery shall contain an area of twenty (20) acres or more.
- (2) Quarry (including cutting, breaking, shaping, and finishing of quarried rock) , sand and gravel pit, top soil stripping, providing that any building housing power or power producing machines shall be a distance of at least two hundred (200) feet from all adjacent property or street and highway lines. Operational hours shall be limited from 7:00 a.m. until 7:00 p.m.
- (3) Public or privately owned airport, landing area, or helipad. Site must be a minimum of 20 acres and 1000 feet from schools.
- (4) Storage of building materials and equipment and temporary building(s) utilized in conjunction with the construction of a development project. Such storage or building(s) shall not exceed the duration of such construction or a time as may be stipulated by the Zoning Board of Adjustment.
- (5) Veterinary clinic provided that the structure and use are not less than two hundred (200) feet from any residential district.
- (6) Commercial propagation, boarding, grazing or butchering of small animals and fowl provided that the animals may not be stabled or processed within two hundred (200) feet from any property line and the operation is not considered a wholesale feed lot or meat packing use.
- (7) Commercially operated feedlots or concentrated animal feeding facilities if located on a tract of land 40 acres minimum in size and no adjacent residences are within one (1) mile at the time of application.
- (8) Mobile Home Park/Mobile Home Court.
- (9) Storage Facility, Self-Service where indoor storage space is provided for rent or lease and subject to the following conditions:
 - (a) Principal use of a rented or leased space shall be restricted to storage and shall not include processing, refining, transfer or distribution of any commercial material or product; and

- (b) Storage of flammable or explosive liquids, solids, or gases shall not be permitted.
 - (c) Landscaping requirements shall be in accordance with Section 8.18
 - (d) All material must be stored inside units. Storage of licensed, operable, vehicles including but not limited to Recreational Vehicles, Cars, Trucks, Vans, Trailers, Boats, Motorcycles, and All Terrain Vehicles, may be outside provided that proper screening, approved by the Planning Director, as to shield these units will occur.
- (10) Motorized Sports Entertainment provided that no residences are located within 1 mile of the proposed use, at the time of application.
 - (11) General Sales, including Agricultural Sales, Auction Sales, Convenience Sales, Shopping Center, Specialty Sales.
 - (12) Small and Large Equipment Rental / Sales / Repair and General Repair.
 - (13) Hospital, Health Care Centers and Facilities, provided parcel size is twenty (20) acres or greater.
 - (14) Solid Waste Disposal Site, Solid Waste Transfer Station, Recycling Center, and Composting Facilities, provided parcel size is twenty (20) acres or greater.
 - (15) Utilities both minor and major.
 - (16) Bus Transit Terminal, Freight Terminal, and Railroad Yards, provided parcel size is twenty (20) acres or greater.
 - (17) Junk Yard/Salvage Yard, provided parcel size is twenty (20) acres or greater.
 - (18) Outdoor Sports and Recreation / Outdoor Entertainment, including commercial rodeo grounds, commercial stables, riding academy, and animal therapeutic facilities.
 - (19) Indoor Sports and Recreation / Indoor Entertainment including commercial rodeo grounds, animal therapeutic facilities, riding academy, and commercial stables.
 - (20) Outfitter/Guide Facility.
 - (21) Federal Firearm Retailers, Dealers, Repairers.
 - (22) Guest Ranch, provided parcel size is 20 acres or greater.

- (23) Oil and gas exploration, drilling, and production subject to the requirements of Section 8.13 of these regulations.
- (24) Manufactured housing sales.
- (25) Commercial propagation, boarding, grazing, or butchering of animals and fowl provided that the animals may not be stabled or processed within one (1) mile from any adjacent residences. The adjacent residences must be residences that are present prior to the date of receiving the application for this use. The operation can be used as a wholesale feed lot, meat packing plant, slaughterhouse, rendering plant, and the like.
- (26) Distillery
- (27) Value Added Agricultural Commodity Processing Facility. This may include processing, manufacturing, storage, and the like
- (28) Warehouse.
- (29) Parking structure/garage.
- (30) Artisan shop.
- (31) Light manufacturing & assembly.
- (32) Power Plant.
- (33) Tourist cabins.
- (34) Worship facility.
- (35) Educational facility.
- (36) Golf course or country club, including directly associated incidental and accessory facilities including a pro shop, lounge and restaurant catering only to users of the golf course; but not including commercially operated pitch and putt course or miniature golf course. Also includes swimming pool, soccer, baseball, softball fields and the like.
- (37) Day Care Center, Group Day Care Home, Family Day Care Home, Community Residential Facility.
- (38) Nursing Home, Retirement Home.
- (39) Second dwelling unit on parcel less than 20 acres.
- (40) Contractor Yard, small (8.15.1).

- (41) Workforce Housing (Permanent Labor Camp).
- (42) Temporary Workforce Housing (Temporary Labor Camp).
- (43) Agricultural Commodity Storage Facility.
- (44) Membership Club.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RESOLUTION OF INTENTION
TO AMEND COUNTY ZONING DISTRICT MAP**

RESOLUTION #19-37

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, since the passage of above-mentioned Resolution, a petition for change of zoning district classification from "A" Agricultural District to "RR5" Rural Residential 5 District classification for parcel 0005606400 located in Section 18, Township 18 North, Range 7 East and parcel 0005217600 located in Section 19, Township 18 North, Range 7 East P.M.M., Cascade County, Montana.

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of public hearing regarding the requested county zoning change was published in the *Great Falls Tribune* on April 21, 2019 and April 28, 2019; and

WHEREAS, the Cascade County Planning Board on April 16, 2019 held a public hearing to allow any interested party to speak for or against the requested change; and

WHEREAS the Cascade County Planning Board during the public hearing held April 16, 2019 discussed the above-mentioned rezoning application and passed a motion recommending the County Commissioners approve said rezoning application; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned rezoning application

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this Resolution of Intention to provide for the change of zoning district classification from "A" Agricultural District to "RR5" Rural Residential 5 District classification for parcel 0005606400 located in Section 18, Township 18 North, Range 7 East and parcel 0005217600 located in Section 19, Township 18 North, Range 7 East P.M.M., Cascade County, Montana as shown on Exhibit A attached hereto and by this reference incorporated herein.

The proposed County Zoning Map Change is on file for public inspection at the office of the County Clerk and Recorder in and for Cascade County, Montana.

Dated this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

ATTEST

Rina Fontana Moore, Clerk & Recorder

APPROVED AS TO FORM:

Josh Rackl, County Attorney

Deputy County Attorney

The County Attorney has provided advice and approval of the foregoing document language on behalf of the Board of Cascade County Commissioners, and not on behalf of other parties or entities. Review and approval of this document by the County Attorney was conducted solely from a legal perspective and for the exclusive benefit of Cascade County.

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June 14, 2019

Agenda #6

Agenda Action Report
prepared for the
Cascade County Commission

<u>ITEM:</u>	Elections Capital Reserve Appropriation
<u>INITIATED BY:</u>	Cascade County Clerk & Recorder
<u>ACTION REQUESTED:</u>	Approval of Resolution #19-38
<u>PRESENTED BY:</u>	Rina Fontana Moore Cascade County Clerk & Recorder

SYNOPSIS:

The Cascade County Elections Department would like to purchase an additional DS850 count machine. Attached you will find a resolution requesting that the commission approves the transfer of budget authority into the Elections Capital Reserve account.

RECOMMENDATION:

Approval of Resolution #19-38

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission approve Resolution #19-38 and allow the Cascade County Clerk & Recorder/Elections Administrator to transfer budget authority into the Elections Capital Reserve in order to purchase an additional DS850 count machine.

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission disapprove Resolution #19-38 and not allow the Cascade County Clerk & Recorder/Elections Administrator to transfer budget authority into the Elections Capital Reserve in order to purchase an additional DS850 count machine.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MT
IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
ELECTIONS CAPITAL RESERVE FUND**

RESOLUTION 19-38

WHEREAS, Cascade County created the Elections Capital Reserve Fund #4150 for the purpose of saving proceeds from conducting non-Federal elections in order to purchase elections equipment; and

WHEREAS, the Elections Department within the General Fund has experienced budget savings which can be transferred to the Elections Capital Reserve Fund to purchase new equipment in FY2019; and

WHEREAS, a budget amendment is necessary to increase revenue in the amount of \$50,000 and expenditures in the amount of \$126,321 in the Elections Capital Reserve Fund; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

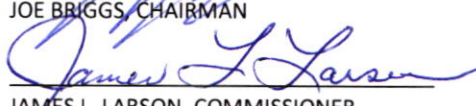
NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 28th Day of May, 2019.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**



JOE BRIGGS, CHAIRMAN



JAMES L. LARSON, COMMISSIONER



JANE WEBER, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

Attachment A

Date: 5/22/2019

To: Cascade County Board of Commissioners

Program Name: Elections Capital Reserve

CFDA #

Contract #

Responsible Department: **Clerk & Recorder/Elections**

Prepared by: Rina Moore

Please approve the following budget changes:

[illegible]

Explanation of budget changes:

Increase budget authority in the Elections Capital Reserve Fund #4150 to purchase new counting machine utilizing existing reserves of \$76,321 plus a transfer of \$50,000 from the General Fund Elections FY2019 budget savings.

Changes authorized by:

Department Head Signature or
Elected Official Signature

Date _____

Budget Officer

Date _____

Rina Moore
Print Name



Budget Performance Report

Fiscal Year to Date 05/22/19

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 4150 - Elections Capital Reserve	REVENUE									
	Department 000 - Revenue									
38										
38.3000	Interfund Oper. Transfer	76,321.00	.00	76,321.00 +50,000	.00	.00	76,321.00	.00	100	.00
	38 - Totals	\$76,321.00	\$0.00	\$76,321.00	\$0.00	\$0.00	\$76,321.00	\$0.00	100%	\$0.00
	Department 000 - Revenue Totals	\$76,321.00	\$0.00	\$76,321.00	\$0.00	\$0.00	\$76,321.00	\$0.00	100%	\$0.00
	REVENUE TOTALS	\$76,321.00	\$0.00	\$76,321.00	\$0.00	\$0.00	\$76,321.00	\$0.00	100%	\$0.00
	Fund 4150 - Elections Capital Reserve Totals									
	REVENUE TOTALS	76,321.00	.00	76,321.00	.00	.00	76,321.00	.00	100%	.00
	EXPENSE TOTALS	.00	.00	.00	.00	.00	.00	.00	+++	.00
	Fund 4150 - Elections Capital Reserve Totals	\$76,321.00	\$0.00	\$76,321.00	\$0.00	\$0.00	\$76,321.00	\$0.00		\$0.00
	Grand Totals									
	REVENUE TOTALS	131,321.00	.00	131,321.00	.00	.00	80,195.03	51,125.97	61%	152,731.46
	EXPENSE TOTALS	1,343,122.00	.00	1,343,122.00	40,283.31	4,999.28	917,942.90	420,179.82	69%	1,309,343.62
	Grand Totals	(\$1,211,801.00)	\$0.00	(\$1,211,801.00)	(\$40,283.31)	(\$4,999.28)	(\$837,747.87)	(\$369,053.85)		(\$1,156,612.16)

Add:

4150-345-AD600 900.940

+126,321



Trial Balance Listing

Through 05/22/19
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 4150 - Elections Capital Reserve						
101.000	Cash	.00	76,321.00	.00	76,321.00	.00
	Fund Revenues	.00	.00	76,321.00	(76,321.00)	.00
Fund 4150 - Elections Capital Reserve Totals		\$0.00	\$76,321.00	\$76,321.00	\$0.00	\$0.00
Grand Totals		\$0.00	\$76,321.00	\$76,321.00	\$0.00	\$0.00